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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
(San Francisco Division)

U.A. LOCAL 342 APPRENTICESHIP &
TRAINING TRUST FUND and JAMES
WILLIAMS, as Trustee of the above TRUST,

Plaintiffs,

vs.

FLUOR CONSTRUCTORS
INTERNATIONAL, INC., a California
Corporation

Defendant.

Case No.

CV 08

2901

COMPLAINT &
REQUEST FOR JURY TRIAL

ORIGINAL
FILED

JUN 10 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RECEIVED

JUN 12 2008

Neyhart, Anderson,
Flynn & Grosboll

PJH

1 Plaintiffs allege:

2 I.

3 COMMON FACTUAL ALLEGATIONS

4
5 1. Jurisdiction. This is an action to collect unpaid contributions to multi-employer
6 benefit plans pursuant to the terms of that. plan and a collective bargaining agreement. It is also an
7 action to enforce the terms of a multi-employer benefit plan, specifically the terms requiring an
8 employer to make contributions to the plan. Jurisdiction is pursuant to the Employee Retirement
9 Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1132(a), (e) and (g), 29 U.S.C. § 1145 and the
10 Labor-Management Relations Act ("LMRA"), 29 U.S.C. § 185. Jurisdiction also exists pursuant to
11 28 U.S.C. § 1331.

12
13 2. Venue. Venue is appropriate in this District as the Plaintiff Plans are administered
14 here, the Defendant does business here (in Alameda County) and the breach took place in this
15 district; 29 U.S.C. § 1132(e)(2).

16 3. Plaintiff U.A. LOCAL 342 JOURNEYMEN AND APPRENTICE TRAINING
17 TRUST (hereafter the " Trust" or "Fund") is a multi-employer employee benefit plans pursuant to
18 ERISA, 29 U.S.C. § 1002(3), (37) and 29 U.S.C. § 1132(d)(1) and is a jointly trustee employee
19 benefit trust pursuant to the LMRA, 29 U.S.C. § 186(c)(5). Employers make contributions to the
20 Trust pursuant to the requirements of their collective bargaining agreements with Local 342 of the
21 United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the
22 United States and Canada, AFL-CIO (hereafter "the Union" or "U.A. Local 342" or "Local 342").
23 The Fund is used to provide training to workers in the plumbing and pipefitting industry in Alameda
24 and Contra Costa counties of the state of California.

25
26 4. Plaintiff JAMES WILLIAMS is a trustee of the Trust, a fiduciary of that Trust and
27 the Business Manager of U.A. Local #342.
28

5. Defendant FLUOR CONSTRUCTORS INTERNATIONAL, INC. (hereinafter referred to as "Fluor" or the "Employer") is a party to a collective bargaining agreement labeled the "General Presidents' Project Maintenance Agreement" (hereinafter referred to as the "General Presidents' Agreement" or "GPPMA"). The General Presidents' Agreement requires payment of the local employee benefit funds in the amounts agreed to between local employers and the local unions in any particular area. A true and correct copy of portions of that agreement is attached hereto as Exhibit "A". Article XII of that agreement specifically binds the Employer to the Master Labor Agreement between LOCAL UNION 342, PLUMBERS & STEAMFITTERS, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA (AFL-CIO) and its employers as to fringe benefit obligations. Article XII provides, in relevant part:

Fringe benefits as negotiated in local and/or national working agreements shall be paid in addition to wage rates as specified in Schedule "A". Only bona fide fringe benefits which accrue to the direct benefit of the individual craft employee are required. This includes . . . apprenticeship. . . funds. Construction industry promotional funds are not applicable under terms of this Agreement.

The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Payments to appropriate local union funds shall be made in accordance with the provisions of the local and/or national union's agreements. . . .

. . . Contractors who fail to pay contributions or other payments owed to the General Presidents' Project Maintenance Agreement Labor-Management Trust Fund within thirty (30) days of the date when such contributions or other payments are due shall be liable to the Trust for all costs of collection incurred by the Trust, including attorneys' fees and court costs. The Trustees are empowered to initiate proceedings at

1 law or equity, or to take any other action necessary (including but not
 2 limited to termination of the Agreement) to collect contributions and
 3 all other payments due.

4 6. Defendant Fluor is a California corporation believed to have a California corporate
 5 license #C0791487 and a California contractor's license #371169. Defendant Fluor is engaged in the
 6 plumbing and/or pipefitting business in Alameda and/or Contra Costa County, California. Plaintiffs
 7 are informed and reasonably believe that Defendant Fluor is a fiduciary of the Trust pursuant to 29
 8 U.S.C. § 1145, et seq.

9 7. At all times material herein, the Defendant has engaged in the construction industry in
 10 California and as such has been an "employer" "engaged in an industry or activity affecting
 11 commerce" within the meaning of 29 U.S.C. § 152 and 29 U.S.C. §§ 1002-1003.

12 8. As a result of the Defendant's obligations under the GPPMA, Fluor is required to pay
 13 the full amount of contributions agreed to in the local agreement between U.A. Local 342 and the
 14 Local employers, for jobs that it does under the GPPMA but within the geographic jurisdiction of
 15 U.A. Local 342. Attached hereto as Exhibit "B" is a true and correct copy of the relevant portions of
 16 the Master Labor Agreement ("MLA") in which paragraphs 81 and 69 require signatory employers
 17 to make contributions to the U.A. Local 342 Apprenticeship Trust. Paragraph 81 of the MLA,
 18 provides in relevant part:
 19
 20

21 81. Each Individual Employer signatory to, or otherwise bound by,
 22 this Agreement shall pay the sums per hour into the Trust Funds for
 23 each hour's work assigned by the Employer to employees union work
 24 covered by this Agreement in accordance with the schedule s as set
 25 forth in Section 69-72, and as updated as of each July 1, or as
 26 otherwise may be agreed upon between the Union and the
 27 Associations, and set forth in the wage and fringes schedules attached
 28 hereto as Appendix B.

Paragraph 69 of the MLA, reads:

FRINGE BENEFITS – Fringe benefits per hour effective July 1, 2006,
 for Senior General Foremen, General Foremen, Foremen, Journeymen,
 and Apprentices shall be as follows:

Health & Welfare

Active Employee Health & Welfare	\$ 9.10 per hour
Retiree Health & Welfare	\$ 4.05 per hour
Total Health & Welfare Contributions	\$13.15 per hour
Health Reimbursement Account	\$ 0.25 per hour

Pension

Northern California Pipe Trades Pension*	\$ 6.79 per hour
Supplemental Pension (Defined Contribution)*	\$ 1.75 per hour

Apprentice Training

\$ 1.10 per hour

International Training Fund

\$ 0.05 per hour

Joint Labor-Management**

\$ 0.05 per hour

Contract Administration**

\$ 0.25 per hour

Centralized Safety Data Bank***

\$ 0.01 per hour

* No Pension Contribution for 1st and 2nd period Apprentices.** For Contractors not paying Contract Administration and/or the Joint Labor-Management Cooperation contributions, Apprentice Training shall be paid an equivalent hourly amount in lieu of such contribution(s).

*** All assets of the Centralized Safety Data Bank shall be used for training of UA employees within UA Local 342.

[Bold emphasis in original. Underline emphasis added].

9. Defendant does not pay into the Joint Labor Management Cooperation Committee or to any Contract Administration Fund. As a result, its required hourly contribution to the Apprenticeship Fund is \$0.30 per hour.

10. Defendant has only paid \$1.10 per hour into the Fund, despite its being required to pay \$1.40 per hour. The above-noted provision, concerning the payment of \$0.30 per hour has been in effect since 2006 and remains in effect. Prior to 2006, predecessor MLAs contained the same provision regarding payment of contributions to the Apprenticeship Fund in lieu of contributions to the Joint Labor-Management and Contract Administration Funds. In fact, the U.S. Court of Appeals for the Ninth Circuit interpreted this provision of the MLA and ruled that such contributions are owed and enforceable under a similar national agreement. *See, U.A. Local 342 Apprenticeship and Training Trust v. Babcock & Wilcox* (9th Cir. 2005) 396 F.3d 1056.

11. Under the terms of the Joint Services Agreement, an employer who fails to submit to an audit or to make timely contributions to the U.A. Local 342 trusts for employee fringe benefits is

1 liable to the trusts for all unpaid contributions, liquidated damages of twenty percent (20%) of the
2 principal amount, twelve percent (12%) interest on the unpaid principal, as well as attorneys' fees
3 and collection costs.

4
5 II.

6 FIRST CLAIM

7 (ERISA - 29 U.S.C. § 1145)

8 12. Plaintiffs incorporate by reference and reallege paragraphs 1-11 as if set out in full.

9 13. Jurisdiction. This is an action to collect unpaid contributions found owing to a multi-
10 employer benefit plan pursuant to the terms of that plan and a collective bargaining agreement.
11 Jurisdiction is pursuant to ERISA, 29 U.S.C. §§ 1132(a), (e) and (g) and § 1145.

12 14. The Defendant's action constitutes a failure of an employer to submit monthly
13 transmittals and make contributions to a multi-employer plan, as well as a breach of fiduciary duty
14 owed pursuant to 29 U.S.C. § 1145.

15 15. Plaintiffs are entitled to declaratory relief, as well as an injunction (both preliminary
16 and permanent) requiring defendant for all hours in the future covered by the current collective
17 bargaining agreement to pay the full \$1.40 per hour to the Apprenticeship Fund for all hours worked
18 in the jurisdiction of U.A. Local 342, as well as judgment for all unpaid contributions, liquidated
19 damages, prejudgment interest and reasonable attorneys fees and costs pursuant to 29 U.S.C. §
20 1132(g)(2).
21

22
23 III.

24 SECOND CLAIM

25 (LMRA)

26 16. Plaintiffs incorporate by reference and reallege paragraphs 1-11 and 13-15 as if set
27 out in full.
28

17. Jurisdiction. This is an action to enforce a collective bargaining agreement pursuant to 29 U.S.C. § 185(a).

18. The Defendant's failure to pay contributions owing the Apprenticeship Trust breached the agreement between the Defendant and the union to the detriment of the Plaintiffs and Plaintiffs are entitled to injunction relief, damages, liquidated damages, interest, attorneys' fees and costs pursuant to the agreement. Plaintiff Fund is entitled to pursue that claim as a third party beneficiary to the GPPMA pursuant to Schneider Moving & Storage Co. v. Robbins, et al. (1984) 466 U.S. 364, 80 L.Ed.2d 366, 104 S.Ct. 1844 and U.A. Local 342 Apprenticeship and Training Trust v. Babcock & Wilcox (9th Cir. 2005) 396 F.3d 1056.

V.

PRAAYER FOR RELIEF

WHEREFORE, plaintiffs pray judgment as follows:

1. For such equitable relief, including declaratory relief, as this court deems just and proper, including a preliminary and permanent injunction requiring the Defendant to pay \$1.40 per hour to the Apprenticeship Fund for all hours worked,

2. For unpaid principal of \$2,954.85 and further unknown amounts according to proof.

~~3. For liquidated damages and prejudgment interest of at least \$700.00 associated with~~
the Defendant's delinquencies, and any further amounts according to proof,

4. For other such equitable relief as this court deems just and proper,

5. For reasonable attorneys fees and costs of suit (currently estimated to be approximately \$4,000.00), according to proof, and

6. For such other and further relief as this court deems just and proper.

Dated: June 9, 2008

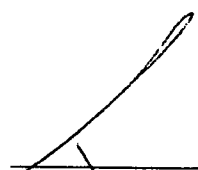
~~Respectfully submitted,~~

Scott M. De Nardo
NEYHART, ANDERSON, FLYNN & GROSBOLL
Attorneys for Plaintiffs

JURY TRIAL DEMAND

Plaintiffs hereby demand trial by jury.

Dated: June 2, 2008.



Scott M. De Nardo
Attorney for Plaintiffs

***General Presidents'
Project Maintenance
Agreement
Revised July 1, 2005***



*The Answer to Maintenance
Challenges*

Revised 7/1/05

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PROJECT MAINTENANCE AGREEMENT

This Agreement is entered into this _____ day of _____
20 _____, by and between _____

(Contractor)

located in _____ and those INTERNATIONAL
UNIONS OF THE AFL-CIO listed hereinafter (herein referred to as the "Unions")
for the purpose of project maintenance, repair and renovation work for the

_____ located at
(Project)

(Location)

The Unions are composed of the following International Unions of the AFL-CIO:

International Association of Heat and Frost Insulators and Asbestos Workers

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

International Union of Bricklayers and Allied Craftworkers

United Brotherhood of Carpenters and Joiners of America

Operative Plasterers' and Cement Masons' International Association

International Brotherhood of Electrical Workers

International Association of Bridge, Structural and Ornamental Iron Workers

Laborers' International Union of North America

International Union of Operating Engineers

International Union of Painters and Allied Trades

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of
the United States and Canada

United Union of Roofers, Waterproofers and Allied Workers

Sheet Metal Workers' International Association

International Brotherhood of Teamsters

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COVENANTS

Whereas, the Contractor is engaged in the business of continuous plant maintenance, repair and renovation (as defined in Articles V and VI) with diversified industries and this work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Unions herein listed with the Contractor wish to enter into an agreement for their mutual benefit covering work of this nature.

Whereas, the Unions have in their membership throughout the area members competent and qualified to perform the work of the Contractor.

Whereas, the Contractor has employed and now employs members of the Unions and the Contractor has a commitment and/or contract from the owner for maintenance, repair and renovation work recognized by the Unions of the AFL-CIO as being within the jurisdiction of said Unions. (Subject to General Presidents' Committee policies and criteria.)

Whereas, in order to insure relative equity and uniform interpretation and application, the Unions wish to establish and administer said Collective Agreement in concert, each with the other, and all with the Contractor.

Whereas, the Contractor and the Unions desire to mutually stabilize wages, hours and working conditions.

Whereas, the Contractor and the Unions agree that, due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of this Agreement, and provisions must be made to achieve this end.

It is, therefore, agreed by the undersigned Contractor and Unions in consideration of the mutual promises and covenants contained herein that the Project Agreement be made as follows:

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ARTICLE I: INTENTS AND PURPOSES

1. This Agreement is for the joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties and/or subordinate sub-divisions thereof signing hereto; and to set forth herein the basic Agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Contractor and the Unions during the terms of this Agreement and any renewal thereafter. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement covers all terms and conditions of employment for work being performed hereunder, except for all work that may be performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, National Refractory Agreement, and the National Agreement of the International Union of Elevator Constructors. However, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Industrial Agreement for Instrument and Control Systems Technicians.

Contractors signed to the General Presidents' Project Maintenance Agreement, which is a national agreement, are not required to become signatory to a local collective bargaining agreement. This Agreement may be modified by mutual consent in writing by the parties signatory hereto.

2. Amendments to this agreement, for a specific project or projects, which are required to make a contractor competitive, may be added by vote of the General Presidents' Committee. When approved by the General Presidents' Committee, the Amendment shall be considered a part of the General Presidents' Project Maintenance Agreement for that specific project.

ARTICLE II: MANAGEMENT RIGHTS (Bulletin 17)

1. The Unions understand that the Contractor is responsible to perform the work required by the Owner. Therefore, the Contractor has the complete authority and right to:

- A. Plan, direct and control the operation of all his work.
- B. Decide the number of employees required with due consideration to the proper craft classification thereof.
- C. Hire and lay off employees as the Contractor feels appropriate to meet work requirements and/or skills required. The Contractor may hire employees by name who have special skills or have previous maintenance experience.
- D. Transfer employees with special skills or qualifications and/or employees from jobs where forces are being reduced to jobs where forces are being increased without restriction or limitations. This would apply to Contractors having more than one (1) maintenance project in a given locality and in the territorial jurisdiction of the Local Union or Unions involved.

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- E. Determine work methods and procedures.
- F. Determine the need and number of foremen without regard to foremen ratios in local agreements, name the foremen and to require foremen to work with their tools when in the Contractor's opinion this is advisable. It is not necessary for each craft to have a foreman. A foreman may act in this capacity for more than one craft. This is not to mean that the Contractor will have inadequate amount of supervision on the job. If one or more foremen are established for a craft one (1) must be designated as a top hourly craft supervisor and shall be guaranteed forty (40) straight-time hours per week and may be required to remain on the job. Overtime hours are not to be used to fulfill the forty (40) hour guarantee. This is applicable for each shift and each site. Such guarantee shall not apply when the NRC-mandated 72-hour rule is in effect; when the first or commencing week of a job is less than forty (40) hours; or when the top hourly craft supervisor is terminated due to reduction-in-force or job completion. **(Bulletin 15)**
- G. Require all employees to observe the Contractor's and/or Owner's rules and regulations not inconsistent with this Agreement.
- H. Require all employees to observe all safety regulations prescribed by the Contractor and/or Owner and to work safely.
- I. Discharge, suspend, or discipline employees for proper cause.
- J. The Contractor may, if he desires, maintain a variety of skills within his group of employees to be prepared to have skills and/or supervision for any type of work that may arise.
- K. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor. Employees will also cooperate with and follow directions of Owner Representatives as required by the Contractor. This is not to be construed under regular operating conditions as a Contractor's prerogative to assign workers out of their regular skill classification.
- L. The Unions understand the extreme importance of keeping operating equipment and units running at all times. The Unions also understand that the loss of production and the cost of repairs together create a great loss to the Owner. Therefore, the Unions will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Contractor and the Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools or labor-saving devices. Local Union Business Representatives shall instruct craftsmen dispatched to GPPMA Projects that terms and conditions in local collective bargaining agreements do not apply.
- M. It is understood by the Contractor and agreed to by the Unions, that the employees of this Contractor will perform the work requested by the Contractor

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without having any concern or interference with any other work performed by any employees who are not covered by this Agreement.

- N. Questions arising over the application and intent of this Agreement are subject to review by the General Presidents' Contract Maintenance Committee to determine whether there has been exploitation of stipulated prerogatives.

ARTICLE III: UNION SECURITY AND REFERRAL

1. The Unions are recognized by the Contractor as a source of employment referrals. The appropriate Unions will be contacted and shall refer all applicants for employment to this project according to the standards or criteria uniformly applied to any maintenance project in the area.
2. Plant maintenance, repair and renovation that the Contractor performs involves operating units that in all cases must be kept running. This situation means that some of the work is of an emergency nature, and therefore, will require at times, the acceptance of extreme fluctuations in the labor demand. The Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfill the manpower requirements of the Contractor.
3. The above shall not restrict the Contractor from soliciting and hiring qualified personnel from any other source, provided the Unions are unable to fulfill manpower requirements within forty-eight hours, emergencies excluded.
4. All employees hired by the Contractor shall, as a condition of employment, become and remain members in good standing of the appropriate Union after the 7th day following the beginning of such employment.
5. Any employee, who, at his/her time of employment is a member in good standing of any AFL-CIO Building Trades Union, shall be considered in compliance with the Union Security Article in this contract so long as he/she maintains good standing in that Union.
6. The Contractor agrees to be bound by the hiring practices in the local area not inconsistent with the terms of this Agreement. **(Bulletin 13)**
7. On nuclear facilities it is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet the owners' security requirements not inconsistent with State and Federal laws. This provision shall not preclude such probationary employees' rights under Article VII relative to any grievance arising under any other section of this agreement.

SECTIONS 4 AND 5 DO NOT APPLY IN STATES WITH RIGHT TO WORK LAWS

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ARTICLE IV: NON-DISCRIMINATION

The Unions and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or any other protected status granted by applicable federal, state or local laws.

ARTICLE V: SCOPE OF WORK

1. This Agreement covers only that work assigned by the Owner to the Contractor and performed by the employees of the Contractor covered by this Agreement.

The General Presidents' Project Maintenance Agreement is intended to cover on-going maintenance, repair, renovation and replacement work in plants, industrial facilities, utility installations and other facilities for an initial period of not less than one (1) year.

2. This Agreement does not cover work performed by the Contractor of a new construction nature, in which event said work shall be done in accordance with existing Local and/or National Building Construction Agreements.

3. The Unions and the Contractor understand that the owner may choose to perform or directly subcontract or purchase any part or parts of the work necessary on his project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

ARTICLE VI: DEFINITIONS

1. Maintenance shall be work performed for the repair, renovation, replacement and upkeep of property, machinery and equipment within the limits of the plant property or other locations related directly thereto.

2. The administration of paragraph 1 of this article as well as the entire General Presidents' Project Maintenance Agreement is the responsibility and sole prerogative of the General Presidents' Committee on Contract Maintenance at the national level. The interpretation and grievance adjudication of this Agreement shall be the responsibility and sole prerogative of the Joint Labor Mananagement Grievance and Interpretation Committee, which is a part of this Agreement.

ARTICLE VII: GRIEVANCE PROCEDURE

Any dispute alleging a violation of this Agreement (excluding jurisdictional disputes) shall be resolved in accordance with the procedure set forth herein. No grievance shall be recognized unless called to the attention of the Employer by the Union, or to the Union by the Employer within five (5) calendar days after the alleged violation was committed. Grievances shall be appealed to the next higher step within ten (10) calendar days after the meeting in the lower step. The respective five-day and ten-day limits between grievance steps may be extended by mutual agreement of the parties. Settlement of grievances may be arrived at in any step of the grievance procedure and shall be final and binding upon the Union and the Employer.

Step 1:
Between the Employer and the Jobsite Representative

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Step 2:

Between the Employer and the Business Representative of the local union

Step 3:

Between the Employer or the Contractor's Labor Relations Manager and the International Union representative

Step 4:

If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy, said grievance shall be reduced to writing on a "Standard Grievance Form" provided by the Administrator of the General Presidents' Project Maintenance Agreement (GPPMA). The written grievance shall be submitted to the Joint Labor/Management GPPMA Grievance Committee for resolution. A decision rendered by the Grievance Committee shall be final and binding upon the parties.

Step 5:

- A. Failure of the Joint Labor/Management GPPMA Grievance Committee to reach a decision shall constitute a basis for a submittal of the question by the moving party to the GPPMA Standing Arbitrator or his alternate (hereinafter referred to as "Arbitrator"). The moving party must submit the grievance to the Arbitrator not later than 30 calendar days after the date of the failure of the grievance committee to render a decision. The Arbitrator shall coordinate with all parties in scheduling a mutually acceptable time and place for the hearing within a reasonable time period.
- B. The Arbitrator will issue his decision within twenty (20) calendar days from the conclusion of the hearing or submittal of briefs. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The decision of the Arbitrator shall only apply to the involved project and shall not have precedent value beyond that project. The total cost of the arbitration, including the Arbitrator's fees and expenses, shall be borne equally by the parties and shall be paid by the parties to the GPPMA Labor/Management Trust. The Trust in turn shall pay the fee and expenses of the Standing Arbitrator within thirty (30) days of the issuance of his decision.

ARTICLE VIII: WORK ASSIGNMENTS

1. The signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required in the successful application of the intent of this Agreement; and to make available to the owner the skills and expertise the Building and Construction Industry has to offer in the maintenance of the structure, operations and facilities it originally constructs.

2. Project maintenance conditions do not always justify adherence to craft lines which in itself does not establish precedent or change the appropriate jurisdiction of the crafts involved. Periodic review of the work assignments shall be made for the purpose of adjusting such assignments as appropriate to take care of changing needs.

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The International Unions involved agree that upon request, International Representatives shall be assigned without delay and attempt a project settlement in the event of question on assignments.

The Contractor agrees that he shall abide by such agreements reached by and with International Union Representatives.

The International Unions agree that failing to reach a project decision, there shall be submitted a joint statement of facts and request to the General Presidents' Committee for assistance in resolving said dispute.

ARTICLE IX: JOBSITE REPRESENTATIVE

The Administrator of the General Presidents' Project Maintenance Agreement by Contract shall designate one (1) union Jobsite Representative for each project. When a systemwide agreement is in place, it is understood that the term "Project" shall mean each jobsite location. The Jobsite Representative shall have the qualifications to provide leadership, maintain harmonious relations among employees and with the Contractor and shall conduct business in a respectful and business-like manner. He shall be a qualified working craftsman, designated to act as a representative of the General Presidents' Committee on Contract Maintenance relative to the application of the agreement with the signatory contractor.

The Jobsite Representative shall be allowed a reasonable amount of time during the work day to conduct union business and shall have access to a telephone to contact the Administrator when in need of assistance or direction. His union duties shall not unduly interfere with the performance of his work assignments.

The Jobsite Representative shall be paid at a rate not less than the equivalent of craft foremen's pay. The Jobsite Representative shall also be guaranteed forty (40) hours per week. **(Bulletins 11 & 15)**

The Jobsite Representative shall be the last journeyman to be laid off in his craft, provided that he is qualified to perform the required work. The Administrator shall be notified by the Contractor prior to the Jobsite Representative being laid off or terminated.

Should the Jobsite Representative fail to provide leadership and maintain harmonious relations among the employees and the Contractor, the Administrator may designate a new Jobsite Representative at his discretion.

ARTICLE X: CONTRACTOR'S REPRESENTATIVE

The Contractor shall appoint a Representative who shall cooperate with the on-site Union Representative in the exchange of information which will be beneficial to the harmonious operation of the project. The General Presidents' Committee shall be informed as to the identity of the Contractor's Representative.

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ARTICLE XI: LOCAL UNION REPRESENTATIVES

1. Officials of any of the signatory Unions shall be provided access to projects covered by this Agreement. Requests shall be arranged through the Contractor for such visitations in keeping with Owner's uniform rules of safety and security as expeditiously as possible. Each Local Union shall designate one (1) official as its representative and so inform the Contractor.

2. If relations between the Local Union Representative and the Contractor become non-cooperative, the Contractor may request the Administrator of the General Presidents' Committee on Contract Maintenance to investigate the circumstances and take the necessary action to keep this Agreement enforced in good faith. Continuing problems will be resolved by the General Presidents' Committee on Contract Maintenance and the Contractor's representatives.

ARTICLE XII: WAGE RATES, FRINGE BENEFITS, AND PAYDAY

1. Wage rates may be established by the General Presidents' Committee in the respective area or locality in which this Agreement is effective and shall be specified in Schedule "A" attached hereto. **(Bulletin 7)**

2. Fringe benefits as negotiated in local and/or national working agreements shall be paid in addition to wage rates as specified in Schedule "A". Only bona fide fringe benefits which accrue to the direct benefit of the individual craft employee are required. This includes health & welfare funds, annuity, vacation, apprenticeship, training funds, and pension funds. Construction industry promotional funds are not applicable under terms of this Agreement. **(Bulletins 9, 10 & 18)**

The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Payments to appropriate local union funds shall be made in accordance with the provisions of the local and/or national union's agreements. Where the local union agreement provides for payment of benefits based on hours worked, it is understood that when shift work is involved which provides eight (8) hours' pay for a shift of less than eight (8) hours, payments shall be made to said funds on the basis of eight hours per shift, provided a full shift is worked.

When local union fringe benefit payments are expressed in terms of percentages, this percentage shall be applied to the 100 percent wage rate contained in the local union agreement, regardless of the wage rate applied to the General Presidents' Project Maintenance Agreement. This situation would occur only when it has been determined that a reduced wage rate is applicable.

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Wage differential for foremen is established by the procedure set forth in the appropriate local union construction agreement, and the established differential is then added to the journeymen maintenance wage rate in the General Presidents' Project Maintenance Agreement.

3. Each Contractor, of whatever tier, performing work under this Agreement shall be required to contribute to the General Presidents' Project Maintenance Agreement Labor-Management Trust Fund. Such contributions shall be made on an annual basis. The amount to be contributed shall be determined by the Fund Trustees. Payment shall be made within thirty (30) days of notification by the Administrator of the General Presidents' Project Maintenance Agreement to the Contractor of the amount owed. The failure of a Contractor to make the required contributions in a timely manner shall constitute a material breach of the Agreement and as such, the Fund Trustees are empowered to take any or all of the actions outlined in the following paragraph to collect the amounts owed.

Contractors who fail to pay contributions or other payments owed to the General Presidents' Project Maintenance Agreement Labor-Management Trust Fund within thirty (30) days of the date when such contributions or other payments are due shall be liable to the Trust for all costs of collection incurred by the Trust, including attorneys' fees and court costs. The Trustees are empowered to initiate proceedings at law or equity, or to take any other action necessary (including but not limited to termination of the Agreement) to collect contributions and all other payments due.

4. For purposes of this Agreement, wage premiums established under local and/or national agreements affecting maintenance, repair or renovation work such as hazard pay, acid pay, high or low work and other similar premiums shall not be applicable to this Agreement. Classifications in local union agreements that circumvent the intent and purposes of this section that require no additional skills are not recognized under the terms of this Agreement.

Under the terms of this Agreement, no subsistence, travel allowance, mileage, or pay for travel time will be paid to any employee.

When zone type wage structures are established in the area of the project, the project for the purposes of this Agreement will be considered as if it was within the area of the base zone rate.

5. After the Contractor's operation has commenced in any particular area, no subsequent change in wages or working conditions in such area will become effective insofar as the Contractor is concerned, except to the extent that any such change in wages or working conditions shall have been agreed upon and in accordance with the effective date agreed upon in negotiations between the Local Union having jurisdiction over the area and a recognized bargaining agency of contractors in such area.

6. It is further agreed that at the implementation of a new project or any major change in policy on an existing project a pre-job meeting will be held jointly by the General Presidents' Committee on Contract Maintenance, the crafts involved and the contractor's representatives. Minutes of this meeting will be made available to all concerned for guidance in the administration of the project.

7. Wages will be paid weekly. The payroll period to close so that no more than three (3) days will be held back and payments to be made before the end of the employee's shift (**Bulletin 16**).

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8. Lay off is pay off - Terminated employee shall be paid on the day of his termination. Each employer shall pay four (4) hours pay to a terminated employee for each 24 hour period said employee must wait for his final pay. An employee who quits without giving sufficient notice to his employer shall be paid on the regular payday at the job site, or may have his final pay mailed to his address of record.

9. Any employer working under the GPPMA will comply with all local and national apprenticeship standards established by the Joint Apprenticeship Training Committee.

10. There is no requirement to post a bond, provide monetary escrow or provide any other form of guarantee of payment to fringe benefit funds unless it is specifically required by the trust document of an individual fund.

ARTICLE XIII: TWENTY-FOUR (24) HOUR RULE AND MEAL ALLOWANCE

1. The twenty-four (24) clock is determined by the starting time of the employee's shift on one day and ends with the starting time of the employee's shift on the following day.

2. All time worked before and after the employee's shift hours in any twenty-four (24) hour period or on the sixth (6th) day shall be paid at the rate of time and one-half. All time worked on the seventh (7th) day and holidays shall be paid at the rate of double time. Any employee working overtime beyond his/her shift shall be paid overtime.

3. When an employee is required to work more than two (2) hours of unscheduled overtime beyond his regularly scheduled shift the Contractor will arrange either to have him receive one (1) hot meal or give him \$8.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter. Meal allowance is only applicable to unscheduled overtime.

ARTICLE XIV: DAY WORK SCHEDULES

1. The standard work day shall be an established consecutive eight (8) hour period between the hours of 7 a.m. and 5 p.m. exclusive of a thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work Monday through Friday inclusive.

2. On any project when the job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor and the Local Union(s) involved shall mutually agree to such changes. **(Bulletin 4)**

If work schedule change cannot be mutually agreed to between the Contractor and the Local Union(s) involved, the hours fixed in the Agreement shall prevail. However, the parties involved shall have the prerogative of calling on the Committee as a whole to request such change; requests shall be in writing; the Committee's decision shall be final.

3. Job site conditions sometimes warrant a change in the regular lunch period. It shall be the Contractor's option to pay the employee to "eat on the fly" or have the employee take the full one-half (1/2) hour lunch period.

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If an employee is required to take a lunch break more than one hour prior to or more than one hour beyond the regularly scheduled lunch period, he shall be paid for the lunch period at the appropriate premium rate.

In cases where shifts are scheduled for more than ten hours, the employer will have the option of scheduling a non-paid lunch period or allow the employee to eat on the fly.

4. All time before and after the established work day of eight (8) hours, Monday through Friday, and all time on Saturday shall be paid for at the rate of time and one-half. All time on Sundays and the holidays stated in Article XIX shall be paid for at the rate of double time.

5. Optional Four (4) day Work Week, Ten (10) Hours Per Shift Schedule, 4 x 10's with and without a Voluntary Make-up Day – In order to address the unique needs of a project, the Contractor may request permission to implement either of the following 4 x 10's schedules (with or without a voluntary make-up day). The Contractor's request should be in writing and shall be addressed to the Administrator of the GPPMA. The written request should contain the following information:

- Contractor's name and contact information
- GPPMA Contract Number
- Project Name and Location
- Owner
- Whether the request is for 4 x 10's with or without a voluntary make-up day (Option #1 or Option #2)

The Administrator of the GPPMA and the General Presidents' Committee shall respond in writing, either approving or disapproving the request, as expeditiously as possible. The Contractor may not implement the new 4 x 10's schedule until he has received written approval from the Administrator. Once granted, the 4 x 10's schedule shall be available to the Contractor on the project for the duration of its GPPMA. The optional 4 x 10's schedule does not allow for any overtime other than casual or incidental overtime. Should the needs of the project be such that other than casual or incidental overtime is required, the Contractor shall be required to revert back to a 5 x 8's schedule with appropriate overtime pay. The optional 4 x 10's schedule shall not be used to avoid paying overtime for the 9th and 10th hour of work, Monday through Thursday.

Option #1: Four (4) Day Work Week, Ten (10) Hours per Shift
(4 x 10's with Make-up Day)

- A. The employer may change the work week from five (5) days at eight (8) hours per day to four (4) days at ten (10) hours per day and back again, provided the union is given a minimum of four (4) calendar days' notice of such change and such change shall begin on Monday.
- B. The employer has the option of establishing a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. The standard workday shall be an established consecutive ten (10) hour day period between the hours of 6:00 am and 6:30 pm exclusive of a thirty (30) minute lunch period scheduled by the employer near the midpoint of the workday. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is

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down due to weather conditions, a holiday or other conditions beyond the control of the employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. All affected employees will be eligible to work the make-up day and a minimum of ten (10) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the employer; the union will be advised of the starting time.

- C. An employer may establish two (2) four (4) day, ten (10) hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute lunch period. The day shift shall work four (4) days at ten (10) hours for ten (10) hours pay per day. The second shift shall work four (4) days at nine and one-half (9-1/2) hours for ten (10) hours pay per day. In the event the job is down due to weather conditions, a holiday or other conditions beyond the control of the employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. All affected employees will be eligible to work the make-up day and a minimum of ten (10) hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week.
- D. Employees who inform their employers on the last scheduled workday prior to the make-up day that they do not wish to work the make-up day, will not be penalized.
- E. Employees who are scheduled to work less than forty (40) hours from hire date to termination shall receive overtime pay for all hours worked in excess of eight (8) hours per day. In such cases, the employer shall have the option to work those employees on an eight (8) hour schedule.

**Option #2: Four (4) Day Work Week, Ten (10) Hours per Shift
(4 x 10's without Make-up Day)**

- A. The employer may change the workweek from five (5) days at eight (8) hours per day to four days at ten (10) hours per day and back again, provided the union is given a minimum of four (4) calendar days' notice of such change and such change shall begin on Monday.
- B. The employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. The standard workday shall be an established consecutive ten (10) hour day period between the hours of 6:00 am and 6:30 pm exclusive of a thirty (30) minute lunch period scheduled by the employer near the midpoint of the workday. Forty (40) hours per week shall constitute a week's work Monday through Thursday. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the employer; the union will be advised of the starting time.
- C. An employer may establish two (2) four (4) day, ten (10) hour shifts at the straight time wage rate Monday through Thursday. These shifts are exclusive of the thirty (30) minute lunch period. The day shift shall work four (4) days at ten (10) hours for ten (10) hours pay per day. The second shift shall work four (4) days at nine and one-half (9-1/2) hours for ten (10) hours pay per day.

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- D. Employees who are scheduled to work less than forty (40) hours from hire date to termination shall receive overtime pay for all hours worked in excess of eight (8) hours per day. In such cases, the employer shall have the option to work those employees on an eight (8) hour schedule. All time worked on Sunday and holidays set forth in Article XIX of the General Presidents' Agreement shall be paid for at the rate of double time.

It is understood by the parties hereto that the General Presidents' Committee reserves the right to make periodic reviews to determine whether these provisions for 4 x 10's serve the purpose for which it was intended and may rescind these provisions if so determined.

6. Employees will ingress the project at the start of the shift on the employee's time and egress the project at the end of the shift on the employer's time.

ARTICLE XV: SHIFT WORK CONDITIONS (Bulletins 1 & 3)

1. When so elected by the Contractor, multiple shifts of at least three (3) consecutive work days duration may be worked. When two (2) or three (3) shifts are worked, the first (1st) or day shift shall be established on an eight (8) hour basis, the second (2nd) shift shall be established on a seven and one-half (7-1/2) hour basis, and the third (3rd) shift shall be established on a seven (7) hour basis. The Contractor may establish extended scheduled overtime with respect to any shift. In the event that an employee does not work a full second or third shift, said employee shall be paid for actual time worked, plus one-half hour for the second shift and actual time worked plus one hour for the third shift.

Any violation of the shift provisions to circumvent the regular overtime provisions of this Agreement by unnecessary fluctuation of the three (3) consecutive work day provision then all employees on such shifts will be paid at the appropriate overtime rate.

The determination of the start of multiple shifts is the prerogative of the Contractor. If it is necessary to use employees from a previous shift within a twenty-four (24) hour period, overtime provisions of Article XIV, Paragraph 1, shall apply and will be considered the beginning of the three (3) consecutive work days. (Bulletins 4 & 6)

The number of craft workers and/or crafts may be increased or decreased as the work load requires, with no requirement that an individual craft work the three (3) full days.

2. The pay for the second (2nd) and third (3rd) shifts shall be equivalent of eight (8) times the employee's straight time hourly rate.

ARTICLE XVI: HOLIDAYS (Bulletins 2 & 14)

1. The following seven (7) days shall constitute the legal holidays within the terms of this Agreement, except mutually agreed to changes with the Committee: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

These are not paid holidays. However, if the employee is scheduled to work on a holiday as observed under the terms of the Agreement, he/she is to be paid double time.

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2. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday; if any of the above holidays fall on Saturday, Friday shall be observed as the holiday. For premium purposes, holidays celebrated as such shall be utilized for the computation for overtime pay.

ARTICLE XVII: REPORTING TIME AND CALL-INS

1. Reporting Pay

When an employee or new hire reports to work on any shift between the established hours of his/her regular work and is not given the opportunity to work because none was available and was not notified before the completion of the previous day's work, he/she shall be paid two (2) hours reporting time.

When employees start to work they shall be paid not less than four (4) hours and if they work beyond the four (4) hours, they shall be paid for actual time worked. It shall be the Contractor's prerogative whether or not to stop work.

If an employee refuses to start or stops work on his/her own volition, the minimum set forth herein shall not apply.

Reporting pay as defined in this Article shall be paid at the straight time hourly rate. However, when employees report for scheduled work on Saturday, Sunday or on holidays and are not given the opportunity to work because none is available, they shall be paid two (2) hours pay at the appropriate overtime rate, time and one-half (1-1/2x) for Saturdays and double time (2x) for Sundays and holidays.

Scheduled work occurs when employees are notified during their last regularly scheduled work day that they are scheduled to work on Saturday or Sunday.

2. Call-ins (Bulletin #5)

A Call-in shall be defined as notification to report for work by whatever means to an employee for work outside of his/her regular shift or regularly scheduled day off or holiday. (Bulletin 4)

Call-ins as defined above shall be paid in accordance with one of the following categories:

- A. A Call-in prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.
- B. When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he/she shall be paid not less than four (4) hours at the applicable overtime rate for that day except when his/her call-in is prior to and continuous with his/her normal work hours.
- C. If there is an overlapping of a worker's time from the fifth (5th) day to the sixth (6th) day, the sixth (6th) day to the seventh (7th) day, or holidays as a result of a Call-in from one day to the next, the employee shall be paid under the four (4)

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hour plan as outlined in the subsection (b) above at the applicable overtime rate, but at no time will he/she receive the four (4) hour guarantee more than once for any one Call-in.

3. On a Call-in when guaranteed hours prevail the employee may be required to work the necessary time guaranteed by the Contractor. If an employee shall stop work for reasons of his/ her own and without the approval of the Contractors representative, he/she shall be entitled to pay for the hours actually worked in the day, and the four (4) hour minimum conditions shall not apply.

ARTICLE XVIII: TOOL ROOMS

1. The Contractor and the Unions agree that it shall be the owner's prerogative to maintain and operate a general centrally located tool room and warehouse. The Unions agree that the manpower required for the operation of the centrally located tool room and warehouse may at the owner's option be employed directly by the owner.

Craft personnel who customarily provide their own tools and equipment shall provide the same tools and equipment under this agreement.

2. If it is the intention of the Contractor to establish area tool rooms and warehouses as required for efficient service in the plant, these area tool rooms and warehouses will be manned under the terms of this Agreement.

ARTICLE XIX: FIRST AID, SAFETY AND WORKERS COMPENSATION

The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Owner and/or Contractor. These rules and regulations are to be posted at conspicuous places throughout the plant. **(Bulletins 8 & 12)**

The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace. The parties to the Agreement agree to comply with any owner mandated substance abuse program. In order to produce as safe a workplace as possible, it is understood and agreed that the Employer and the employees shall abide by the rules and provisions of the implemented substance abuse program which may include the following types of testing: pre-employment, reasonable suspicion, post incident, and random where allowed by law. Any discriminatory practices under this Article shall be subject to the grievance procedure. All substance abuse programs shall be submitted to the GPPMA Committee for distribution prior to implementation.

The Employer and local unions are encouraged to negotiate and implement alternative dispute resolution procedures to resolve workers' compensation claims disputes when and where permissible and/or legal. Such alternative dispute resolution procedures when implemented will be final and binding on the parties and shall be made a part of the Agreement to the extent permitted by law.

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On the day the employee is injured and it is necessary to see a doctor, the employee will be taken to the doctor and shall be paid for time worked but not less than eight (8) hours' pay at the applicable rate.

If subsequent visits are required, the appointments will be made after regular working hours by the company doctor, if possible. If, through no fault of the employee, the doctor requires that an appointment be made during regular working hours, the employee shall not lose any time. However, if the employee desires to make an appointment during working hours, he may do so and will not be paid for any loss of time.

If subsequent visits are required and an employee chooses to see a doctor other than the company doctor, it will be on his own time.

ARTICLE XX: PROJECT RULES AND REGULATIONS

1. It is agreed that the contractor may implement reasonable project rules and regulations, and such rules and regulations shall be distributed to all employees on the project.

2. It is understood that these rules and regulations shall not be inconsistent with the terms of this Agreement.

3. Violations of the project rules and regulations is just cause for disciplinary action subject to Article VII (Grievance Procedure) of the Agreement.

ARTICLE XXI: PROTECTIVE LEGISLATION

All employees covered by this Agreement shall have the protection of all existing federal, state and local laws applicable to employees in general.

ARTICLE XXII: PERIODIC CONFERENCE

Periodic Conferences shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

ARTICLE XXIII: SUBCONTRACTING (Bulletin 19)

A contractor may subcontract work under the terms of the General Presidents' Project Maintenance Agreement (GPPMA) granted for that site. A contractor wishing to subcontract work must submit a "Request to Subcontract" form to and receive written approval from the Administrator of the General Presidents' Project Maintenance Agreement prior to awarding any subcontract. All approved subcontractors must sign a "Letter of Assent" form prior to starting work on the project. The "Request to Subcontract" form and the "Letter of Assent" may be obtained from the GPPMA Administrator.

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ARTICLE XXIV: HELMETS TO HARDHATS

1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employers (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the parties.

2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on GPPMA projects and of apprenticeship and employment opportunities for GPPMA projects. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XXV: GENERAL SAVINGS CLAUSE

1. Any provisions in this Agreement which are in contravention of any federal, state, local or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

2. It is mutually agreed by the parties hereto that if any liability by signatory International Unions to this Agreement should arise, such liability shall be several and not joint.

ARTICLE XXVI: WORK STOPPAGES

1. THERE SHALL BE NO STRIKES, WORK STOPPAGES, PICKETING OR SLOW-DOWNS BY THE UNIONS OR EMPLOYEES AGAINST THE CONTRACTOR OR ANY OTHER CONTRACTOR(S) PERFORMING WORK ON THE PROJECT SITE THAT WOULD AFFECT THE TERMS OF THIS AGREEMENT. THERE SHALL BE NO LOCKOUTS BY THE CONTRACTOR(S).

2. To achieve this end, the following procedures will be followed:

- A. If the Contractor contends that any Union has violated this Section, it will notify immediately the General President(s) of the Union(s) involved advising of that fact. The President(s) will then immediately instruct the Local Union(s) to cease any violation of this Section and advise the Contractor and Committee Chairman of action taken.
- B. After twenty-four (24) hours from the above mentioned notice, if for any reason corrective action has not taken effect, the Contractor shall notify the Chairman of the Committee who will immediately institute any necessary further action. In the event that said further action on the part of the Chairman becomes necessary, it

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is understood that the General President(s) involved pledge their full cooperation and institute any action necessary to protect the integrity of the project.

- C. If any of the Unions or the employees contend that the Contractor has violated this Section, such Unions on behalf of the employee will immediately notify the designated representatives of the Contractor who will immediately take any necessary steps within his means to bring about corrective action.

ARTICLE XXVII: TERMS OF THE AGREEMENT

This Agreement shall be in full force and effect for a period of one (1) year from the date of signature and shall continue from year to year thereafter unless sixty (60) days notice of termination is given by either party.

Signed this _____ day of _____, 20_____.

FOR THE COMPANY:

Name and Title

Name of Contractor

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FOR THE UNIONS:

General President
International Association of Heat &
Frost Insulators & Asbestos Workers North America

General President
Laborer's International Union of

International President
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers &
Helpers

General President
International Union of Operating
Engineers

President
International Union of Bricklayers and
Allied Craftworkers

General President
International Union of Painters and
Allied Trades

General President
United Brotherhood of Carpenters &
Joiners of America

General President
United Association of Journeymen &
Apprentices of the Plumbing & Pipe Fitting
Industry of the United States and Canada

General President
Operative Plasterers' & Cement Masons'
International Association

International President
United Union of Roofers, Waterproofers
and Allied Workers

International President
International Brotherhood of Electrical
Workers

General President
Sheet Metal Workers' International
Association

General President
International Association of Bridge,
Structural & Ornamental Iron Workers

General President
International Brotherhood of Teamsters



APPENDIX 2

APPENDIX A AMENDMENTS

FLUOR CONSTRUCTORS INTERNATIONAL, INC.

APPENDIX A

**AMENDMENTS TO THE
GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT
for the
HYDROCRACKER EXPANSION PROJECT
CONOCOPHILLIPS RODEO REFINERY
CONTRA COSTA COUNTY, CALIFORNIA**

In accordance with the provisions of Article 1, the General Presidents' Project Maintenance Agreement is amended as follows:

Article II

- Amend Paragraph C, Seniority provisions contained in local union referral provisions and/or local collective bargaining agreement provisions are not applicable and will not apply.

Article III

- Add new paragraph, The Drug Intervention Services of America (DISA) Program shall apply to all work on the Project. The Unions agree to abide by any background check procedure and policy required by the Owner provided such procedure and policy is applied equally to all employees covered by this Agreement and to other contract employees working at the refinery.

Article V and VI

- Amend Article V.1, Scope is limited to on-site work which will be performed by Fluor Constructors on the Project. Stress relieving, chemical cleaning, catalyst loading, specialized bolt tensioning, all work associated with the revamp of the existing DGA Amine Unit, all work associated with the revamp of the existing Hydrocracker Unit, all work associated with the installation of the new RFGA Feed Gas Compressor and HC Make Up Gas Compressor, all inspection and testing, and sulfur plant heat tracing, are specifically excluded from the scope of the Agreement. There will be no restrictions on the use of prefabricated equipment, skids and/or modules. Off-site fabrication restrictions will not apply to work covered by the Agreement.
- Amend Article V.1 and VI.1, No work on the Project is subject to exclusion as work of a new construction nature.
- Add new paragraph, Covered work shall not include any warranty, repair or maintenance work performed by employees of an Original Equipment Manufacturer ("OEM") or other vendor on the OEM's or vendor's equipment if required by the warranty agreement between the OEM or vendor and Fluor and/or the Owner.
- Add new paragraph, This Agreement shall not apply to work of non-manual employees, including but not limited to superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel.

Article VIII

- Amend Section 2, All jurisdictional assignments and disputes are to be handled in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

Article XII

- Amend Section 1, All employees shall be classified and paid, at a minimum, in accordance with the classifications and wage scales set forth in the applicable local collective bargaining agreement.
- Amend Section 2, Provisions in local collective bargaining agreements which require that an Employer pay additional contributions into certain employee benefit funds in lieu of payments into industry advancement and/or promotional funds or contract administration funds are not recognized and shall have no legal force or effect.
- Amend Section 4, Wage premiums, subsistence pay, travel allowance, mileage or pay for travel time shall be paid at the discretion of the individual Employer. Wage premiums that are in the form of a recognized wage classification contained in an applicable local collective bargaining agreement will be recognized.
- Amend Section 6, All contractors and subcontractors performing work covered by the Agreement will be required to hold a Pre-job Conference with the Contra Costa Building and Construction Trades Council.

Article XIII and XIV

- Add to Section XIII, 1, Employees will ingress the Project at the start of the shift on the Employee's time and egress the Project at the end of the shift on the Employer's time. Employees shall be at their place of work and ready to work at the starting time (which is the gang box, tool box or place where the foreman gives instructions to employees). A reasonable time will be allowed for employees to put company and personal tools away and return to the parking lot by quitting time.
- Amend XII, 2 and XIV, 4, The first two (2) hours of overtime Monday through Friday and the first ten hours on Saturday shall be paid at the rate of time and one-half. All work in excess of ten (10) hours Monday through Saturday and all work on Sunday shall be paid at the overtime rate stated in the applicable local collective bargaining agreement not to exceed double the straight time rate of pay.
- Amend XIII, 4, Meal and rest periods will be established in accordance with applicable law.
- Amend XIV, 4, At the option of the Employer and with one week's notice a four (4) day, ten (10) hour per day workweek may be established Monday through Thursday. Pay for the first ten (10) hours each day will be at the straight time rate of pay. No Friday makeup day will be permitted. Work on Friday shall be at the rate of time and one-half. All work in excess of ten (10) hours and all work on Saturdays, Sundays and holidays shall be paid in accordance with the applicable local collective bargaining agreement not to exceed double the straight time rate of pay.

Article XV

- Amend XV, Section 1, Shifts will be as follows: First Shift will be eight (8) hours pay for eight (8) hours worked plus one-half (1/2) hour unpaid lunch period. Second shift will be eight (8) hours pay for eight (8) hours worked plus 15% of the base wage plus one half (1/2) hour unpaid lunch period. Local agreement differentials that exceed 15% for an eight (8) hour shift will have their percentage increased to match the equivalent value of eight (8) hours of work. The base rate first shift rate will be utilized to calculate any overtime rates. There will be no pyramiding of overtime rates. If three shifts are worked, the conditions in

the applicable local collective bargaining agreements will be recognized. Shifts shall be established and continued for a minimum of three (3) consecutive work days.

Article XVI

- Amend XVI, 1 to add, In addition to the seven (7) stated holidays, Martin Luther King, Jr. Day and the day after Thanksgiving will be recognized as site holidays.

Article XXIII

- Amend XXIII notification process. All contractors and subcontractors performing work covered by the scope of this Agreement will be required, as a condition of contract award, to sign a letter of assent binding them to all provisions of the General Presidents' Project Maintenance Agreement as amended and approved for the Project.

Article XXVI

- Modify XXVI, 2, Add new paragraph D to provide for an expedited arbitration procedure to read as follows:

(1) In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article or Article 15 is alleged, after the Union(s) and/or local union(s) have been notified of the fact.

(2) The party invoking this procedure shall notify the individual designated by the Joint Administrative Committee, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by electronic means or any other effective written means, to the Building and Construction Trades Department, and the involved International Union President(s) and local union(s).

(3) Upon receipt of said notice the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(4) The Arbitrator shall notify the parties by electronic means or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

(5) The sole issue at the hearing shall be whether or not a violation of this Article or Article 15 has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

(6) Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the

Arbitrator's Award as issued under Section 20-6 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

(7) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

(8) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

(9) If the Arbitrator determines that a violation has occurred in accordance with Section 20-6d above, the party or parties found to be in violation shall pay as liquidated damages, the following amounts: for the first shift in which the violation occurred, \$10,000; for the second shift, \$15,000; for the third shift, \$20,000; for each shift thereafter on which the craft has not returned to work, \$25,000 per shift. The Arbitrator shall determine whether the specified damages in this Section shall be paid to the Owner or the affected Employer. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section 20-3 of this Article.

(10) The procedures contained in Sections (1) through (9) shall be applicable to alleged violations of this Article and of Article VIII. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance adjudication procedures of Article 7.



APPENDIX 3

ARTICLE XXVII SIGNATURE PAGE

Revised 7/1/05

is understood that the General President(s) involved pledge their full cooperation and institute any action necessary to protect the integrity of the project.

- C. If any of the Unions or the employees contend that the Contractor has violated this Section, such Unions on behalf of the employee will immediately notify the designated representatives of the Contractor who will immediately take any necessary steps within his means to bring about corrective action.

ARTICLE XXVII: TERMS OF THE AGREEMENT

This Agreement shall be in full force and effect for a period of one (1) year from the date of signature and shall continue from year to year thereafter unless sixty (60) days notice of termination is given by either party.

Signed this 23 day of April, 2007.

FOR THE COMPANY:

Richard Carter, President
Name and Title

Eleon Constructors International, Inc
Name of Contractor



APPENDIX 4

**BUILDING AND CONSTRUCTION TRADES DEPARTMENT
LETTER OF APPROVAL**

EDWARD C. SULLIVAN, President
SEAN MCGARVEY, Secretary-Treasurer

MICHAEL J. SULLIVAN, 1st Vice President
JOHN J. FLYNN, 2nd Vice President
DANA A. BRIGHAM, 3rd Vice President
EDWIN D. HILL, 4th Vice President



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APR 19 2007

JOSEPH J. HUNT, 5th Vice President
JAMES A. GROGAN, 6th Vice President
JAMES A. WILLIAMS, 7th Vice President
NEWTON B. JONES, 8th Vice President
WILLIAM P. HITE, 9th Vice President
KINSEY M. ROBINSON, 10th Vice President
PATRICK D. FINLEY, 11th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS
815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Fax: 864-297-5476
(Original in mail)

April 16, 2007

Mr. Ric Carter, President
Fluor Constructors International, Inc.
352 Halton Road
Greenville, SC 29607

Dear Mr. Carter:

Your application for a General Presidents' Project Maintenance Agreement has been considered and evaluated by the General Presidents' Committee on Contract Maintenance.

You are hereby granted a General Presidents' Agreement (#1034) to perform upgrades, repair, revamp for all systems at the Conoco Phillips Rodeo Refinery in California effective as of the date of this letter. This agreement shall provide for 100% construction wages and 100% fringe benefits in accordance with Article XII, Section I of the agreement. This agreement shall be in effect as long as you perform continuing maintenance work as defined in the agreement or until it is otherwise terminated in accordance with Article XXVII of the agreement.

Enclosed are three copies of your General Presidents' Agreement covering the above-mentioned project and a Schedule "A" Maintenance Wage Rates form. Please sign and date page 19, fill out the wage and fringe benefits information on the wage form and return this material as soon as possible so that it can be circulated to the General Presidents involved for their signatures. You are also required to submit accurate manpower reports on a quarterly basis for review by the Committee (form enclosed).

Sincerely,

William P. Kaczorowski
Wm. P. Kaczorowski
Administrator

WPK:clf

Enclosures

cc: General Presidents' Committee
Greg Feere, Contra Costa BCTC (via fax: 925-372-7414)

Signed & Returned
April 23, 2007
RP Carter



APPENDIX 5

LETTER OF ASSENT

FLUOR CONSTRUCTORS INTERNATIONAL, INC.

GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT

**HYDROCRACKER EXPANSION PROJECT
CONOCOPHILLIPS RODEO REFINERY
CONTRA COSTA, CALIFORNIA**

LETTER OF ASSENT

This is to certify that the undersigned contractor or subcontractor has examined a copy of the General Presidents' Project Maintenance Agreement and the Appendix A approved for use on the Hydrocracker Expansion Project at the ConocoPhillips Rodeo Refinery in Contra Costa County, California.

The undersigned contractor or subcontractor hereby agrees to comply with all terms and conditions of the General Presidents' Project Maintenance Agreement and all Appendix. It is understood that the signing of this letter of Assent shall be binding on the undersigned contractor or subcontractor to the same degree as though it had signed the Agreement.

The undersigned contractor or subcontractor agrees to be bound by the written terms of legally established trust fund agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Contractor or subcontractor authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the contractor or subcontractor. Nothing contained in this section is intended to require the contractor or subcontractor to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit contributions as required under the General Presidents' Project Maintenance Agreement, nor is the contractor or subcontractor required to become a member of any employer group or association as a condition for making such contributions.

This Letter of Assent shall become effective and binding upon the undersigned contractor or subcontractor this _____ day of _____, 200__ and shall remain in full force and effect through the completion of the Project at which time it shall automatically terminate.

Name of Contractor or Subcontractor

Address

Signature of Authorized Officer

Title



APPENDIX 6

**GENERAL PRESIDENTS PROJECT MAINTENANCE AGREEMENT
JOINT LABOR/MANAGEMENT INTERPRETATIONS COMMITTEE
DECISIONS OF RECORD**



GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE



Reference: Article XV, Sections 1 and 2

Bulletin #1

Subject: Shift Work Conditions

Statement
Of Policy:

The Contractor may schedule multiple shifts. These shifts will last at least three (3) consecutive days. The first or day shift will be eight (8) hours worked for eight (8) hours' pay. The second shift shall be seven and one-half (7-1/2) hours worked for eight (8) hours' pay. The third shift shall be seven (7) hours worked for eight (8) hours' pay. If Saturday and/or Sunday are worked to establish a shift, they shall be paid at the appropriate premium rate. The shift schedule may begin on any day of the week.

The terms of the shift arrangement shall be deemed fulfilled as long as the shifts remain intact. The number of craftsmen and/or crafts may be increased or decreased as the work load requires, with no requirement that an individual craft work the three (3) full days.

The shift may be worked on a two-to-three shift basis. In the event overtime is worked on the first shift, it shall commence after eight (8) hours, on the second shift after seven and one-half (7-1/2) hours, and on the third shift after seven (7) hours.

It may be necessary to utilize employees from previous shifts in order to man a shift situation. In this case, if an employee from a previous shift is used as part of a shift arrangement within a 24-hour period, he shall be paid the overtime rate as stipulated in Article XII, Paragraph 1.

When an individual works through two (2) consecutive eight (8) hour work period, he shall remain on overtime until he receives a shift break of a minimum of seven (7) hours. This does not apply to call-ins as defined in Article XVII.

For the Joint Interpretations Committee:

William P. Kaczorowski
William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract

T.J. Reddington
T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE



Reference: Article XVI, Sections 1 and 2

Bulletin #2

Subject: Holidays

Statement
Of Policy:

There are seven (7) holidays listed in the Agreement. These are not paid holidays. However, if the employee is scheduled to work on a holiday as observed under the terms of the Agreement, he is to be paid double time.

When a timely request in writing has been submitted by the Contractor to the Committee, a holiday may be changed to fit the client's need.

It is possible to mutually change the holidays listed in this Agreement to conform with clients' and/or local observance, but the number of holidays shall not exceed seven (7).

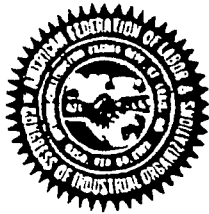
Where a plant has more than seven (7) holidays, only the seven (7) holidays stipulated in the General Presidents' Project Maintenance Agreement by Contract will prevail for premium pay when worked. Plant management may have two alternatives for this type of situation. In the event the entire plant is shutdown and there are no work orders, there will be no work for the Building Trades crafts on that day. However, in some plants, due to the shutdown of the plant operation, the client will utilize this holiday to perform maintenance, repair and renovation work with the Building Trades crafts.

For the Joint Interpretations Committee:

William C. Kaczorowski
William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract

T.J. Reddington
T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE



Reference: Article XV

Bulletin #3

Subject: Shift Work Conditions

**Statement
Of Policy:**

Where a shift or shifts are established, the employer is required to work building tradesmen for a minimum of three days on the second and/or third shifts.

Building tradesmen may be added or deducted from each shift as needed.

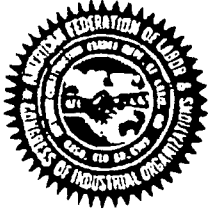
However, a failure to maintain any shift for three days minimum will require the employer to compensate each employee on the shift which was cancelled under the overtime provisions of the agreement.

For the Joint Interpretations Committee:

William C Kaczorowski
William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract

T.J. Reddington
T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE



Reference: Article XIV, Section 2

Bulletin #4

Subject: Day Work Schedules

Reference: Article XV, Section 1

Subject: Shift Work Conditions

Reference: Article XVII, Section 2

Subject: Reporting Time and Call-Ins

**Statement
Of Policy:**

For purposes of computing overtime, the start of the work day shall be considered as the start of the day work schedule as defined in Article XIV of the agreement and continue for a 24-hour period. This shall include all work performed on Saturday, Sunday and holidays.

Request for variances to this Policy can be made to the General Presidents' Committee under the provisions of Article I, Paragraph 2.

For the Joint Interpretations Committee:

William B Kaczorowski
William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract

T.J. Reddington
T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE



Reference: Article XVII, Section 2

Bulletin #5

Subject: Call-ins

Statement
Of Policy:

Questions have arisen over the proper pay for call-ins after established quitting time during an employee's normal work week and the interpretations of call-ins on an employee's scheduled "day off".

When an employee is called into work before the established starting time and after the established quitting time of his regular shift, he shall be paid not less than four (4) hours at the applicable rate and if he works beyond the four (4) hours, he shall be paid for actual hours worked except when his call-in is prior to and continuous with his normal work hours.

Holidays that are celebrated by owner employees that are not consistent with those set forth in Article XVI of the Agreement are considered normal work days under the terms of the General Presidents' Agreement. If all or a portion of the work orders are withheld by the owner on these owner holidays, then these days shall be considered scheduled days off for employees affected. If the affected employees are then subsequently called into work, they shall be paid in accordance with Section 2B of this article.

For the Joint Interpretations Committee:

William B. Kaczorowski
William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract

T.J. Reddington
T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE



Reference: Article XV, Section 1

- Bulletin #6

Subject: Shift Work Conditions

**Statement
Of Policy:**

Where job conditions and/or work schedules of the Owner require changes in starting times or multiple starting times for shifts, then such starting times may be implemented by the Contractor as needed.

When such changes in starting times or multiple starting times are necessary, the Contractor shall notify the local unions and the Administrator of the General Presidents' Committee on Contract Maintenance advising of the effective date and reasons for same.

When multiple starting times are being used, if one-half or more of the normal work hours fall within the regularly scheduled work hours of a particular shift, then that shift must be used to determine the proper shift premium for the entire shift.

(Overtime hours shall not be used in determining the normal work hours of a shift.)

For the Joint Interpretations Committee:

William C Kaczorowski
William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract

T.J. Reddington
T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE



Reference: Article XII, Section 1

Bulletin #7

Subject: Apprentice Wage Rates

**Statement
Of Policy:**

On GPPMA projects where a wage modification is in effect, apprentices shall be paid in accordance with local area apprentice requirements not to exceed 5% below the modified journeyman wage rates.

For the Joint Interpretations Committee:

William C Kaczorowski
William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract

T.J. Reddington
T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



**GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT**

**JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE**



Reference: Article XIX

Bulletin #8


Subject: First Aid, Safety & Workers Compensation – Safety Equipment

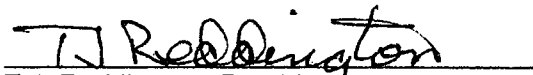
This article is intended to provide for maximum safety protection and safe work practices on all projects. The question submitted addresses the requirements of employers to provide or furnish "standard steel toe" safety shoes required by OSHA standards or required by contractors and owners to comply with job safety rules and safe work practices.

**Statement
Of Policy:**

When required for the Project, the employee shall furnish and wear "Personal Protection-Protective Footwear" (Safety Shoes) that meet the requirements of ANSI Z41 – 1991 as defined by OSHA standards.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



**JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE**

Bulletin #9

This section of the agreement is in need of further clarification with reference to the requirement of contractors to make contributions to employee fringe benefits that are provided through "other monetary funds".

The intent of this section is that only bona fide benefits which accrue to the direct benefit of the individual craft employee is required and must be included on the Schedule "A" of wages and fringe benefits and paid by the contractor. Fringe benefits that are recognized as direct employee benefits are pension, health and welfare, annuity, vacation, apprenticeship and training.

The criteria for contractor payment into these funds is based on the determination as to whether the fund provides benefits that accrue directly to an individual craft employee, such as advanced skills training and safety training and provided that such programs do not duplicate similar benefits that are provided through locally negotiated funds that are provided for in Schedule "A" of a General Presidents' Agreement.

William B. Kaczorowski
William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract

July 1, 2005
Date of Decision



GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE



Reference: Article XII, Section 2

Bulletin #10

Subject: Delinquency in the payment of fringe benefit contributions

This article provides for the prompt payment of contributions into fringe benefits as negotiated in local and/or national working agreements. The question submitted addresses situations where employers are delinquent in contribution payments and fail to pay after proper notice from the union.

**Statement
Of Policy:**

Once an employer has been notified by certified mail, return receipt requested, that he is delinquent in his contributions to fringe benefit funds which have been recognized as payable under the General Presidents' Agreement, and does not respond positively by forwarding said contributions to the appropriate place of receipt within twenty (20) business days, the affected union may legally withhold the services of its members.

The above provision shall not apply to disputes between the employer and the union over whether or not a trust fund contained in a local and/or national agreement is recognized under the GPA or to other disputes involving the contribution rate to be paid into a specific fund. Such disputes are to be referred to the Joint AMC/GPC Interpretations Committee for resolution.

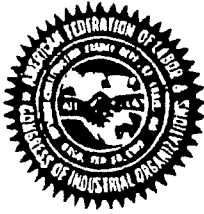
It is understood that nothing contained herein shall permit the union to establish picketing or hand billing of any kind at any of the employer's jobsites where the General Presidents' Agreement is in place.

For the Joint Interpretations Committee:

William P. Kaczorowski
William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract

T.J. Reddington
T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE



Reference: Article IX

Bulletin #11

Subject: Appropriate Pay for Jobsite Representative

This section of the agreement is in need of further clarification with reference to the requirement to pay the Jobsite Representative not less than the equivalent of the craft foreman's pay and to also guarantee the Jobsite Representative forty (40) hours per week.

**Statement
Of Policy:**

The intent of this section is to ensure that the Jobsite Representative receives the foreman's rate for his craft on a forty (40) hour basis. This requirement only applies to the Jobsite Representative for a primary General Presidents' Agreement holder who employs more than one craft on a continuing basis.

If the General Presidents' Agreement contractor is employed as a sub-contractor to the primary General Presidents' Agreement contractor, or if the General Presidents' Agreement primary contractor only employs one craft, these provisions are not applicable. However, this waiver is not applicable if the General Presidents' Agreement primary contractor employing only one craft is the only General Presidents' Agreement contractor at that particular location.

For the Joint Interpretations Committee:

William P. Kaczorowski
William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract

T.J. Reddington
T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



**GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT**

**JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE**



Reference: Article XIX

Bulletin #12

Subject: First Aid, Safety and Workers Compensation

The General Presidents' Project Maintenance Agreement Joint Labor/ Management Interpretations Committee has reviewed the following issues:

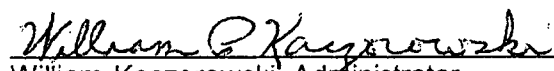
1. Laundering modesty garments
2. Mandatory safety glasses

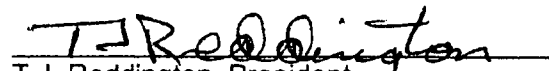
**Statement
Of Policy:**

With regard to the above two issues, the Joint Labor/Management Interpretations Committee has concluded the following:

1. Laundering modesty garments – When an owner/contractor furnishes modesty garments and other personal protective clothing on a project, the owner/contractor will be responsible for laundering and maintaining such protective clothing.
2. Mandatory safety glasses – When employees are required to wear basic safety glasses that exceed the requirements of OSHA Safety and Health Standards (29 CFR 1926/1910), these glasses must be furnished at no cost to the employees regardless of prescription requirements.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



**GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT**

**JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE**



Reference: Article III, Section 6

Bulletin #13

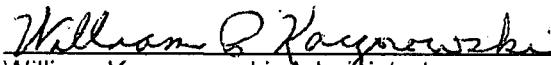
Subject: Union Security and Referral, Reverse Layoff

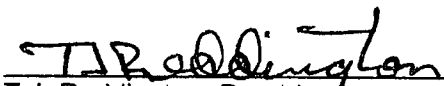
**Statement
Of Policy:**

The General Presidents' Project Maintenance Agreement Joint Labor/Management Interpretations Committee has reviewed the issue of "reverse layoff", provided for in the referral provisions of some local union agreements.

The Joint Labor/Management Interpretations Committee concluded that reverse layoff provisions, even when made part of the hiring hall procedures in local union agreements, are inconsistent with the terms of the General Presidents' Project Maintenance Agreement and therefore are not recognized.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



**GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT**

**JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE**



Reference: Article XVI

Bulletin #14

Subject: Holidays

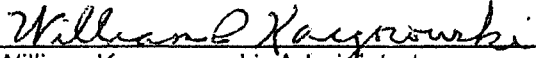
The General Presidents' Project Maintenance Agreement Joint Labor/ Management Interpretations Committee has reviewed the issue concerning a client's request to a General Presidents' Agreement contractor to "not schedule" some or all of the contractor's employees for short durations because the client's in-house employees will also be scheduled off and the plant will either not be in operation, or the in-house crews and supervisors will be greatly diminished because of an in-plant holiday, holidays or an in-plant vacation week when all but minimal in-house crews will be scheduled to handle any emergencies that may arise when the rest of the in-plant employees are scheduled off.

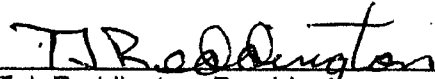
Examples are in-plant holidays which are not holidays covered under the General Presidents' Agreement for the contractors' employees, such as Lincoln's Birthday. On situations where the in-plant forces are scheduled off on Christmas Eve Day and Christmas Day or Thanksgiving Day and the day after Thanksgiving, or in very rare cases, when a client's in-house employees are scheduled off for an entire week, such as the week between Christmas and New Year's.

**Statement
Of Policy:**

It will not be considered a violation of the General Presidents' Agreement for the contractor to conform to the owner's request under the examples illustrated herein. However, if an individual craft employee requests a layoff in situations involving more than two (2) days so that he/she can return to the out-of-work list at his/her hiring hall to avoid losing wages, the layoff must be granted by the contractor. The termination must not be designated as a quit.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



**GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT**

**JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE**



Bulletin #15

Reference: Article II, F, Management Rights and Article IX, Jobsite Representative

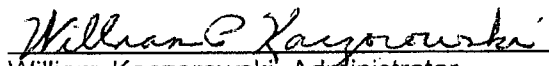
Subject: Management Rights/Jobsite Representative

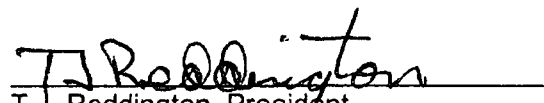
The General Presidents' Project Maintenance Agreement Joint Labor/Management Interpretations Committee has reviewed the issue of government agency and/or owner mandated unscheduled stop work orders.

**Statement
Of Policy:**

The Joint Labor/Management Interpretations Committee concludes that when a government agency and/or owner in respect to the operation of the plant mandates certain interruptions or stoppages of work being performed by a General Presidents' Agreement contractor, which are beyond control of the contractor, the provisions of Article II, Paragraph F, concerning the guaranteed forty (40) straight time hours for top hourly craft supervisors and the provisions of Article IX concerning the guaranteed forty (40) hours per week for the Jobsite Representative are not applicable.

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract


T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE



Reference: Article XII, Section 7

Bulletin #16

Subject: Wage Rates, Fringe Benefits and Payday

The General Presidents' Project Maintenance Agreement Joint Labor/Management Interpretations Committee has reviewed the issue related to Article XII concerning late payment of payroll checks due to a holiday.

**Statement
Of Policy:**

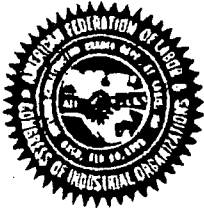
The Joint Labor/Management Interpretations Committee agreed that the intent of Article XII, 7, has long been interpreted as three (3) working days, Monday through Friday, excluding holidays. Therefore, the Committee concluded this is not a violation of the intent and spirit of the General Presidents' Agreement.

For the Joint Interpretations Committee:

William Kaczorowski
William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract

T.J. Reddington
T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



GENERAL PRESIDENTS'
PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT
INTERPRETATIONS COMMITTEE



Reference: Article II

Bulletin #17

Subject: Management Rights, Employment Questionnaires Regarding Physical Capabilities

Statement
Of Policy:

The Joint Labor/Management Interpretations Committee has concluded that pre-hire health/fitness for duty/physical capabilities questionnaires, which may be used by an employer to determine the physical capabilities of a worker to perform certain work tasks, are acceptable and are not inconsistent with the GPPMA, provided that they are not in conflict with local, state and/or federal laws and further provided that the information collected is not used in a discriminatory manner. Any employment action arising from the information obtained in such questionnaires is subject to the grievance procedures of the GPPMA.

For the Joint Interpretations Committee:

William B Kaczorowski
William Kaczorowski, Administrator
General Presidents' Project Maintenance
Agreement by Contract

T.J. Reddington
T.J. Reddington, President
Associated Maintenance Contractors

July 1, 2005
Date of Decision



GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT INTERPRETATIONS COMMITTEE



Reference: Article XII, Section 2

Bulletin #18

Subject: Fringe Benefits

Statement

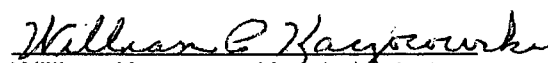
Of Policy: The General Presidents' Project Maintenance Agreement (GPPMA) Joint Labor Management Interpretations Committee has received a number of requests to review certain Cooperative Fringe Funds that have been established by several of the International Unions in cooperation with Management. The purpose of the review was to determine whether these funds were fringe benefits as defined under the terms of Article XII – Wage Rates, Fringe Benefits, and Payday, Section 2 of the GPPMA.

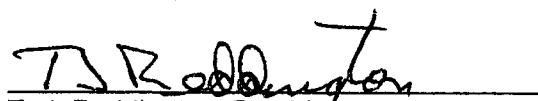
After an extensive review of the funds submitted for consideration, the Joint Labor Management Interpretations Committee has determined that the funds listed below are jointly administered by labor and management trustees and that said funds provide for education and training of members of the respective unions.

The Joint Labor Management Interpretations Committee has concluded that the funds listed below meet the criteria and definition as set forth in Article XII, Section 2 of the GPPMA and that they are, in fact, bona fide fringe benefits. Accordingly, contractors performing work under the GPPMA must make the required contributions to the following International Union Funds:

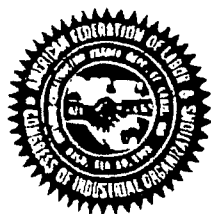
- Laborers International Union LECET
- International Brotherhood of Boilermakers MOST
- International Union of Painters PATLMCF
- Sheet Metal Workers' International Union SMOHIT
- International Association of Iron Workers IMPACT
- United Brotherhood of Carpenters, UBC Ed Fund
- International Brotherhood of Electrical Workers NLMCC

For the Joint Interpretations Committee:


William Kaczorowski, Administrator
General Presidents' Project Maintenance


T. J. Reddington, President
Associated Maintenance Committee

July 1, 2005
Date of Decision



GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT

JOINT LABOR/MANAGEMENT INTERPRETATIONS COMMITTEE



Reference: Article XXIII

Bulletin #19

Subject: Subcontracting

Statement of Policy: Contractor wishing to subcontract work must submit a "Request to Subcontract" Form to and receive written approval from the Administrator of the General Presidents' Project Maintenance Agreement prior to awarding any subcontract. All approved subcontractors must sign a "Letter of Assent" form prior to starting work on the project. The "Request to Subcontract" and the "Letter of Assent" are provided below.

REQUEST FOR PERMISSION TO SUBCONTRACT

The General Presidents' Committee on Contract Maintenance has adopted a policy for subcontracting certain work under the terms of the General Presidents' Project Maintenance Agreement. The following is the "Statement of Policy":

A GPA contractor may, due to special work requirements, subcontract certain work to qualified contractors under the terms of the General Presidents' Agreement granted for that site. Subcontracting, as a means to circumvent the General Presidents' Agreement, will not be permitted. ALL SUBCONTRACTORS MUST BE APPROVED BY THE GENERAL PRESIDENTS' COMMITTEE PRIOR TO COMMENCEMENT OF THE WORK!

Name and Address of the Contractor (GPPMA Holder): _____

Client/Owner: _____

Name & Location of Plant or Project: _____

Name & Address of Subcontractor & Company Representative: _____

Telephone: _____ Fax: _____

Email: _____

Proposed Starting Date of Subcontract Work: _____

Approximate Duration: _____



Painters _____
Pipefitters _____
Roofers _____
Sheet Metal _____
Teamsters _____

[illegible]

Date:

William (Giz) P. Kaczorowski, Administrator
Building and Construction Trades Department
815 16th Street, N.W., 6th Floor, Suite 600
Washington, DC 20006
Fax: (202) 756-4617

Name & Address of Contractor
(GPA Holder):

Name & Address of Subcontractor:

Proposed Starting Date of Subcontract Work: _____

Approximate Duration: _____

Description of Work being Subcontracted: _____

LETTER OF ASSENT

The undersigned Employer, as a subcontractor to _____, the agreement holder hereby agrees to comply with all of the terms and conditions of the General Presidents' Project Maintenance Agreement. It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Employer as though the Employer has signed the above referred to agreement.

The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agrees to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become part to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required under the General Presidents' Project Maintenance Agreement, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Each Employer performing work under this Agreement shall be required to contribute to the General Presidents' Project Maintenance Agreement by Contract Labor-Management Trust Fund. Such contributions shall be made on an annual basis. The amount to be contributed shall be determined by the Fund Trustees. Payment shall be made within thirty (30) days of notification by the Administrator of General Presidents' Committee on Contract Maintenance to the Employer of the amount owed. The failure of an Employer to make the required contributions in a timely manner shall constitute a material breach of the Agreement and as such, the Fund Trustees are empowered to take any or all of the actions outlined in the following paragraph to collect the amounts owed.

This Letter of Assent shall become effective and binding upon the undersigned Employer this _____ day of _____, 20 _____, and shall remain in full force and effect until the completion of the above stated project.

FOR THE SUBCONTRACTOR:

CLIENT/OWNER PROJECT LOCATION:

Name of Company

Signature & Title of Officer

Telephone Number

ARTICLE I
COVERAGE OF AGREEMENT
AND
RECOGNITION OF BARGAINING AGENTS

1. **TERRITORY COVERED** — The area covered by this Agreement shall be all of Alameda and Contra Costa Counties in the State of California for fitting and industrial work and Alameda County for plumbing work pertaining to work under the jurisdiction of Local Union No. 342, and such territory allotted to it by the United Association from time to time.
2. **EMPLOYEES COVERED** — This Agreement shall apply to and cover all workmen employed by the Individual Employers covered hereby who perform any type of work covered by this Agreement.
3. **WORK COVERED** — This Agreement shall cover all work coming within the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, as established and recognized by the Building and Construction Trades Department of the Federation of Labor, AFL-CIO, except transportation oil, water and gas pipeline work, covered by the California Shortline Agreement.
4. **RECOGNITION OF UNION** — The Union is recognized as the exclusive collective bargaining representative of all employees and work covered by this Agreement.
 - A. **MERGERS** — In the event during the term of this Agreement, any other UA Locals merge into UA Local 342, the parties hereto agree to immediately, upon the request of UA Local 342, reopen this Agreement for the purposes of effectively integrating and/or modifying terms and conditions of employment applicable to the expanded jurisdiction resulting from any such merger.
5. **RECOGNITION OF EMPLOYERS** — The Union recognizes the Northern California Mechanical Contractors Association and the Industrial Contractors UMIC Inc. as the collective bargaining representatives of the Individual Employers who are now or may hereafter become members of each of said Associations or who have now or may hereafter give said Association the authority to negotiate Collective Bargaining Agreements with the Union on their behalf.
6. **UNION SECURITY** — All employees covered by this Agreement must, as a condition of employment, apply for membership in, and become members of, and maintain membership in the Union within eight (8) days of the commencement of their employment or the effective date of this Agreement, whichever is the latter. This Section shall be enforced to the extent permitted by law.
7. **WORK ASSIGNMENTS** — Work Assignments will cover plumbing and pipe work of every kind and description, hangers and supports regardless of the material or shape, fixtures, appurtenances and equipment which are a part of the piping system, including the unloading, distributing, reloading by any method whether or not power equipment is used, rigging and hoisting, the assembling, fabricating of all piping and erection of the above being installed by the Individual Employer, including all work covered in the fifty (50) points of jurisdiction in the Appendix. Work assignments will cover plumbing and pipe work, instruments calibration, testing of every kind and description.
8. **WAGE CLASSIFICATIONS BY INDUSTRY SENIORITY** — There shall be seven (7) classifications of employees covered under this Agreement. Classification is based upon Industry Seniority under the Collective Bargaining Agreements entered into with Employers by the Union and the attainments of advanced levels of experience and status within the trade. Applicable terms and conditions of this Agreement shall be applied in accordance with attained classification. Applications for classification designations shall be submitted to the Business

MASTER LABOR AGREEMENT
PLUMBERS AND STEAMFITTERS LOCAL 342
July 1, 2006 thru June 30, 2009

This Agreement made and entered into this first day of July, 2006 between the NORTHERN CALIFORNIA MECHANICAL CONTRACTORS ASSOCIATION, on behalf of its members and as the successor to the Air Conditioning and Refrigeration Contractors of Northern California; Residential Plumbing and Mechanical Contractors of Northern California and the Northern California Piping Contractors Association; INDUSTRIAL CONTRACTORS UMIC INC. (hereinafter referred to as the collective bargaining representatives of the Employer) and such Individual Employers as are now or may hereafter become members of said Associations and all Individual Employers who may now or hereafter become signatory to this Agreement or any counterpart thereof, and who are regularly engaged in plumbing, heating and air conditioning, utility, refrigeration and industrial pipe fitting work, and PLUMBERS AND STEAMFITTER LOCAL UNION NO. 342 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, hereinafter referred to as the Union, which is signatory hereto for itself.

Manager/Financial Secretary of the Union, and upon his/her recommendation, classification designations shall be granted by the Union's Executive Board upon verification that the applicant has achieved the requisite experience as outlined below:

- A. Class I** employees shall consist of all first year Apprentices.
- B. Class II** employees shall consist of all employees who have successfully completed at least one (1) year as an Apprentice. Traveling Journeymen shall be presumed to have Class II status only, unless sufficient proof of the requisite experience for a higher classification is presented at the time of initial dispatch.
- C. Class III** employees shall consist of employees who have attained at least 7th period Apprentice status and employees who have performed at least one (1) year at the trade at the Journeymen level or above pursuant to a UA Local 342 Collective Bargaining Agreement.
- D. Class IV** employees shall consist of employees who have at least 9th period Apprentice status and employees who have performed at least two (2) years at the trade at the Journeyman level or above pursuant to a UA Local 342 Collective Bargaining Agreement and/or who have within the twelve (12) months immediately preceding application for Class IV status have been regularly employed as a Foreman and/or General Foreman pursuant to a UA Local 342 Collective Bargaining Agreement for at least three (3) months.
- E. Class V** employees shall consist of employees who have performed at least three (3) years at the trade at the Journeymen level or above pursuant to a UA Local 342 Collective Bargaining Agreement and/or who have within the twelve (12) months immediately preceding application for Class V status have been regularly employed as a Foreman and/or General Foreman pursuant to a UA Local 342 Collective Bargaining Agreement for at least six (6) months.
- F. Class VI** employees shall consist of employees who have performed at least four (4) years at the trade at the Journeymen level or above pursuant to a UA Local 342 Collective Bargaining Agreement and/or who have within the twelve (12) months immediately preceding application for Class VI status have been regularly employed as a Foreman and/or General Foreman pursuant to a UA Local 342 Collective Bargaining Agreement for at least twelve (12) months.
- G. Class VII** employees shall consist of employees who have performed at least five (5) years at the trade at the Journeyman level or above pursuant to a UA Local 342 Collective Bargaining Agreement and/or who have been, during the five (5) years immediately preceding application for Class VII status, employed as a Foreman and/or General Foreman pursuant to a UA Local 342 Collective Bargaining Agreement for at least twenty-four (24) months.

9. CLASSIFICATION CHANGE — Each employee shall submit to the Business Manager/Financial Secretary of the Local Union any classification change no later than December 1 of each year. Upon approval by the Union, such classification shall be effective January 1. The Union shall notify the Employers of the approved classification of each employee on or before December 10. Any Employer not so advised shall effective January 1, contribute for such employees as either Class I or Class II, dependent upon the appropriate Apprenticeship completion status of such employee, and such classification shall continue through December 31.

10. Classification change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Executive Board of the Union and approved by the Association(s) and/or any other recognized Employer bargaining group. Upon

notification by the Union to the Individual Employer of an approved classification change, the Individual Employer shall pay wages and fringe contributions at the approved classification level unless and until notified by the Union of a classification change. In no event, shall a classification change be implemented except by proper notification from the Union, and no more than one (1) classification change may be effected during any contract year, and shall be effective as of January 1, provided the Employer receives notice of such change on or before the immediately preceding December 10.

11. JURISDICTIONAL DISPUTES — In the event of any dispute between Local Unions of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada as to the jurisdiction of the work performed by Individual Employers, such dispute shall be referred to and settled by the United Association.

12. Where no decision of record by the National Board exists, the settlement of jurisdictional disputes with other Building Trades Organizations shall be adjusted in accordance with the procedure established by the National Joint Board or any successor agency of the Building Trades Department.

ARTICLE II

EMPLOYMENT PROCEDURE

13. The Individual Employers shall secure all employees required in the performance of the work covered by this Agreement through the office of the Union, subject to the limitations and exclusions in **Article I**.

14. Satisfactory and competent employees will be furnished in accordance with the provisions of this Agreement and the employment procedures within forty-eight (48) hours (Saturdays, Sundays and holidays excepted) of the time they are requested if they are available. In the event they cannot be or are not furnished within such period, the Individual Employer may employ any person, but shall arrange for a dispatch to be obtained for the employee from the office of the Union within twenty-four (24) hours of the commencement of such employment and such dispatch shall upon request be issued to the employee.

15. REGISTRATION FOR DISPATCH — The Union shall maintain a register of applicants for employment by classification and, where applicable, by specialty, on the basis of the Priority Groups Listed below. Each applicant shall be registered for referral in each classification or specialty in which the applicant has demonstrated to the satisfaction of the Business Office that he is qualified (e.g. Pipefitter, Plumber, Instrument Tech, Welder (mig, tig and/or rig welder), Refrigeration Mechanic, etc.). Any applicant denied the right to be designated qualified for any classification or specialty may appeal such decision to the Joint Referral Appeals Committee pursuant to **Section 32**. Dispatch shall be made in accordance with the Individual Employer's call by classification or specialty, by date of registration upon the 'A' List until the 'A' List of registrants possessing the required qualifications has been exhausted. Thereafter, in order to meet an Employer's call within the forty-eight (48) hour period contained in **Section 14** above, the responsible dispatching official shall first attempt to satisfy the Employer's call from the 'B' List, and upon exhaustion of same, by call to the Dispatch Offices of the Local Unions whose 'A' Lists comprise the 'C' and 'D' Priority Groups in that order.

A. 'A' List

1. QUALIFYING FOR 'A' LIST — All applicants for employment who have four (4) or more years experience at the trade and have achieved UA Building Trades Journeyman status evidenced by passage of the Journeyman examination administered by the UA 342 Joint Apprentice and Training Committee or who have

successfully completed an alternate Apprenticeship program recognized by the Referral Appeals Committee, and who have been employed within the jurisdiction of UA Local 342 pursuant to a recognized UA 342 Collective Bargaining Agreement for at least 4,800 hours within a consecutive 48-month period preceding registration and who are residents of the normal construction labor market as defined herein.

2. APPRENTICES — For the purposes of Apprentice dispatch, an Apprentice shall be considered an 'A' List employee so long as the Apprentice is indentured to and in good standing with the UA Local 342 JAC.

3. GRANDFATHER PROVISION — Notwithstanding the foregoing, any person who has achieved 'A' List status as of June 30, 2006 shall automatically qualify for the 'A' List as of July 1, 2006.

4. HOURS VERIFICATION — Hours verification for the purposes of determining attainment of 'A' List status shall be made by reference to the hours tabulation made by the administrator of the Northern California Pipe Trades Health and Welfare Fund.

B. 'B' List — All applicants who meet the requirement for the 'A' List and who would otherwise qualify for 'A' List referral, but who have failed to meet 'A' List hours requirements. 'B' registrants may not be contemporaneously registered on the 'A' List of any other UA Local referral system.

C. 'C' Priority Group — All persons who meet the requirements for 'A' List registration (or the equivalent) with UA Local 38 and/or any other Local Union within the geographic jurisdiction of the Northern California/Northern Nevada Pipe Trades Council.

D. 'D' Priority Group — All persons who meet the requirement for 'A' List registration (or the equivalent) with any UA Local Union hiring office within the State of California.

E. 'E' Priority Group — Any person, who in the opinion of the Dispatch Office, meets the qualifications of an Individual Employer from any source.

F. Except in the case of an emergency, the Union will accept dispatch requests between the hours of 8:00 AM and 10:00 AM.

16. RESIDENCY DEFINED

A. "Residency" for the purpose of establishing qualifications for 'A' and 'B' List referral shall mean that the applicant has established a permanent home within the normal construction labor market.

B. "Permanent home" means that the applicant has proven applicant's commitment to work and live within the normal construction labor market evidenced by one or more of the following:

- (1) Home ownership
- (2) Residential lease for a fixed term (not month-to-month)
- (3) Voter registration at residence
- (4) Vehicle registration at residence
- (5) Valid driver's license listing residence
- (6) Registration of children in local schools

C. The "normal construction labor market" comprises the geographic area of Marin,

Sonoma, Napa, Solano, Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, San Benito, Sacramento, Yolo, San Joaquin and Stanislaus counties.

D. "Permanent home within the normal construction labor market" shall be conclusively presumed in the event the applicant has had contributed on his behalf at least 1200 hours of vested contributions over a 4 consecutive year period to the Northern California Pipe Trades Supplemental Pension Plan, or since inception of the Defined Contribution 401(a) Pension Plan, whichever is earlier, prior to application for 'A' List status and who has met the hours requirement for attaining and maintaining 'A' List status contained in **Section 15-A** above.

17. ORDER OF DISPATCH — The Employment Office of the Union shall first dispatch employees, by qualification and/or specialty, who are registered on the 'A' List; second, employees, by qualification and/or specialty, who are registered on the 'B' List. Thereafter the Employment Office will secure employees from the dispatch facilities comprising the 'C', then the 'D' Priority Groups; and, finally, from the employees qualifying for dispatch in the 'E' Priority Group. Subject to **Sections 19** and **25**, employees on the 'A' and 'B' Lists shall be dispatched in the order in which they registered for work on a first on/first out basis.

18. REGISTRATION— Registration upon the 'A' and 'B' Out-of-Work Lists shall be in person by the individual who seeks to register for referral. Registration by telephone or by proxy shall not be allowed; provided however, that in the event there are insufficient 'B' List registrants within a classification or specialty for which there is a call, the Business Office may contact the Dispatch Offices whose 'A' List registrants qualify for 'C' and 'D' Priority Group status pursuant to **Sections 15-C** and **15-D** above, to fill such call.

19. NAME HIRE

A. All Journeymen will be dispatched to an Employer's jobsite or shop from the Availability List on a 50% basis. The Employer may request the first three (3) Journeymen by name. Thereafter the Employer must hire three (3) Journeymen from the Availability List starting with the first Journeyman on the List until the 50%-50% ratio is achieved. The same 50%-50% basis shall be applied to the hiring of Apprentices. Name Hires shall be limited to 'A' List registrants unless there is a call for a recognized special skill, and no 'A' List registrant possessing such special skill is available for dispatch.

B. Name Hire requests must be made by the Individual Employer, or senior representative thereof. Upon receipt of a proper request, the Union shall dispatch the employees so requested, if they are available, registered for work and willing to accept a dispatch, and, upon being dispatched, the names shall be stricken from the Out-of-Work List. The Dispatch Slip shall indicate that the employee was a Name Hire.

20. TRANSFER OF EMPLOYEES — Contractors shall be allowed freedom of movement to transfer all Local 342 members within the Local 342 jurisdiction. UA members on travel card may not be transferred without the permission of the Local 342 business office. The transferring of Local 342 employees between projects within Local 342's jurisdiction will not be considered as part of the Employer's allotted ratio of Name Calls. Employees transferred will not be considered in determining 50%-50% job ratio rule described in **Section 19-A**.

21. SUPERVISION HIRES ARE NAME HIRES — All supervision requested by name will be considered part of the Employer's allotted percentage of Name Calls.

22. OUT OF RATIO ON NAME HIRES — If at any time the ratio on the job deviates from the original ratio of calls by name and dispatches from the Availability List, any new Journeymen shall be called either by name or from the Availability List until the job ratio is again brought into conformity with the provisions of this Article.

23. LAYOFF ORDER: JUST CAUSE FOR DISCHARGE — No 'A' List employee shall be laid off or otherwise terminated from employment until all employees from the 'B' List and 'C', 'D' and 'E' Priority Groups employed by the Individual Employer have been terminated. An employee may be discharged at any time for just cause.

A. BUMPING LOWER LIST EMPLOYEE — Any person who has accumulated at least three (3) years of Seniority as an 'A' List Journeyman shall have the right, after having registered in a classification and/or specialty on the Out-of-Work List for thirty (30) consecutive calendar days without securing a dispatch, to give written notice to the Union and any Employer covered by this Agreement who is then employing any same classification Journeyman dispatched off of the 'B' List or from the 'C', 'D' or 'E' Priority Groups that he/she desires to replace a same classification or specialty Journeyman so dispatched. Such request shall be honored by the Union and the Employer within forty-eight (48) hours. For the purposes of determining 'A' List Seniority status, years spent as an Apprentice under this Agreement may be counted toward the required three (3) years of 'A' List registration.

B. In the event more 'A' List Journeymen exercise the rights contained herein than there are positions available with respect to the Individual Employer employing 'B' List or 'C', 'D' or 'E' Priority Group Journeymen, priority shall be granted to the highest registered 'A' List Journeymen who have given the required notice. In the event the Employer has currently employed more 'B' List or 'C', 'D' or 'E' Priority Group Journeymen than required to honor the exercise of rights under this Section, the Employer shall have the right to select from among the 'B' List or 'C', 'D' or 'E' Priority Group Journeymen on its payroll which Journeymen it will retain and which it will lay off to comply with this Section.

C. No 'B' List employee may be bumped within sixty (60) calendar days of dispatch. No person dispatched pursuant to **Section 25** (Special Skills) may be bumped unless the Journeyman seeking to exercise bumping rights possesses such special skill(s).

D. When bumping occurs, an Employer who feels that it has been adversely affected by the number of its employees who have been bumped, may appeal to the Joint Referral Appeals Committee for relief from the provisions of this **Section 23**. If there is an appeal by an Employer under this **Section 23**, bumping of employees of that Employer shall be suspended until there is a decision by the Joint Referral Appeals Committee on the appeal.

E. The Union agrees to hold harmless the Association and any Contractor from any cost, expense or damage, including attorney's fees, arising out of any legal or administrative challenge in **Sections 23-A** and **23-B**.

24. Foremen, General Foremen and Senior General Foremen must be members of the United Association.

25. SPECIAL SKILLS—EMPLOYER'S NEED FOR

A. Regardless of anything herein to the contrary, the Individual Employer may also request employees with particular qualifications who have had either **(1)** a specific number of months or years (not, however, to exceed twenty-four (24) months or two (2) years) experience on a particular type of equipment, or **(2)** a specified number of months or years (not to exceed, however, twenty-four (24) months or two (2) years) experience in a particular type of work, or both. Such request must be made in writing, signed by the Individual Employer, or senior representative thereof, and presented to the employment office of the Union. Upon receipt of a proper request, the Union shall dispatch the employees so requested if they are available and willing to accept a dispatch; subject to the provisions of **Section 19**.

B. In the event that no employees with the requisite experience are available, the Individual Employer requesting such employees shall not be free to hire directly an employee to operate such equipment, or to perform such work who has had less experience than the experience called for in the order.

C. In determining whether an applicant for employment possesses the particular skills and abilities called for by the Individual Employer, the dispatcher shall consider:

1. The dispatcher's knowledge, if any, of the applicant's skills and abilities, gained through actual observation or inquiry.
2. Any rules and/or regulations duly adopted by the Joint Referral Appeals Committee for the administration of this **Section 25**.

26. In the event the named employee is not registered or not available for work or not willing to accept a dispatch at the time of the receipt of a written request under this Article, the Union shall notify the Individual Employer as soon as possible, and the forty-eight (48) hour period provided in this Article shall not commence to run until receipt by the Union of either a request for an un-named employee or a further request under this Article for a named employee who is registered and available for work at the time of the receipt of the written request.

27. REMOVAL OF NAME FROM OUT-OF-WORK LIST: NORMAL — Upon being dispatched under any section of **this Article II**, the name of the employee or applicant for employment shall be stricken from the 'A' or 'B' Availability List of registrants for work upon which his name appears, unless he has been terminated from the job for which he was dispatched by reason of reduction in force and has worked less than eighty (80) hours or fourteen (14) calendar days (whichever is longer). A discharge for cause or voluntary quit shall require the employee to re-register. This provision shall not apply to individuals dispatched from the 'C', 'D' and 'E' Priority Groups.

28. REMOVAL OF NAME FROM OUT-OF-WORK LIST: SPECIAL

A. The name of any employee or applicant refusing four (4) successive offers of dispatch shall be stricken from the 'A' or 'B' List upon which he is registered for employment and such employee or applicant must re-register in order to be available for employment thereafter. Failure to return a dispatch call to the Business Office when the Business Office has left a message on the applicant's answering device or with a responsible member of the applicant's household shall be counted as a refusal for the purposes of this provision.

B. In the event, within a twelve (12) month period, any employee has been discharged for the following causes:

1. Absence from work without leave or tardiness in reporting to work, after two written warnings by a Union Foreman, a copy of which will be sent to the Union Hall
2. Verifiable theft of Employer tools or material on two (2) occasions

He/She shall be removed from and shall not be allowed to re-register on any and all registration Lists for thirty (30) days. Upon a third (3rd) discharge for one or more of the causes enumerated above, he/she shall be removed from, and shall not be allowed to re-register on any and all registration Lists for a period of sixty (60) days.

C. Any applicant previously dispatched for employment who has been rejected for failing a welding test shall be ineligible for dispatch to a welding job and may be passed over for such a dispatch upon failing three (3) consecutive such welding tests. The applicant may reestablish eligibility for dispatch to welding jobs upon taking and passing, at his/her own expense, a welding test administered by an independent testing agency

approved by the Business Office and/or the Executive Board of the Union.

D. Any applicant previously dispatched for employment to perform work for which a recognized skill is required for such referral and who is rejected or laid-off by an Employer for failure to perform to the standards required for registration within the particular skill category, shall thereafter be ineligible for dispatch within that skill category unless the applicant is "recertified" within such skill category by the Local Union Examining Board and/or the training director of the UA Local 342 Joint Apprentice and Training Program.

E. All persons dispatched from the 'C', 'D' or 'E' Priority Groups are subject to **Sections 28-B** and **28-C** above, and shall be ineligible for dispatch in accordance therewith.

29. OUT OF AREA EMPLOYERS - MOVEMENT OF MEN

A. The following provisions shall only apply to an Individual Employer whose permanent yard or shop is located outside the geographical area covered by this Agreement when the Collective Bargaining Agreement to which such Individual Employer is a party, or by which the Individual Employer is covered, provides for similar treatment of Individual Employer and such one employee covered by this Agreement.

B. Regardless of anything to the contrary in this Article pertaining to employment procedures contained in this Agreement, any Individual Employer whose permanent yard or shop is located outside the geographical area covered by this Agreement is free, on each site worked by the Individual Employer inside the geographical area covered by this Agreement, to bring on each such site one (1) of such Individual Employer's employees covered by the UA Agreement applicable to the geographical area in which such Individual Employer's permanent yard or shop is located. Such one (1) employee must be from that Contractor's regular work force (five hundred (500) hours within the last 12 months). Upon request by the Union, the Contractor or the employee's home local shall provide corroborating evidence of the length of employment with that Contractor.

C. Regardless of the number of jobs or contracts applicable at that site, the Individual Employer shall be limited to the transfer of only one (1) such employee as described in **Section 29-B**.

D. However, if the Individual Employer's permanent yard or shop is located within the geographical area covered by the jurisdiction of UA Locals 159, 343, 447 or 467 and if there are four (4) or more Local 342 employees on the jobsite or project (with at least one being an Apprentice) the Individual Employer shall be allowed to bring on each site one (1) additional employee as described in **Section 29-B**. This **Section 29-D** may only be applied if there is a Reciprocal Agreement with the previously listed Local Unions.

E. Before the employee reports to the jobsite or project, the Individual Employer shall notify the office of Local Union 342 of the name of each such employee and the location of the job or project.

F. Before reporting to the jobsite or project, each such employee shall report to the office of Local Union 342 in person, by telephone, by telegram or in writing and such office shall issue him a dispatch.

G. Each such employee shall be paid the wages and shall receive all fringe benefits provided for in the Collective Bargaining Agreement of the United Association Local Union covering the geographical area in which the Individual Employer's permanent yard or shop is located and from which area such employee comes.

H. All of the provisions of this Agreement, except **Section 6** in **Article I** regarding Union security and so much of this Article regarding employment procedures as has been

heretofore excepted, and the provisions governing wages and fringes shall apply to and cover such employees.

30. NON-DISCRIMINATION — The selection of employees and applicants for employment for referral shall not be based on race, creed or color or based upon, or in any way influenced by Union membership; By-Laws, rules, regulations, Constitutional provisions, or any other aspect or obligation of Union membership policies or requirements except as is permitted by law under the provisions of **Section 6** regarding Union security.

31. EMPLOYER RIGHT OF REJECTION — The individual Employer shall have the right to reject any applicant for employment referred by the Union for just cause, but in the exercise of such right shall not discriminate against such applicant by reason of his/her race, creed or color or by reason of membership, or non-membership, or activity for or against any labor organization, and provided further that any applicant for employment reporting for work at the agreed time and place shall be entitled to show-up time. A rejected applicant does not acquire employee status.

32. GRIEVANCE PROCEDURE

A. Any employee or applicant for employment claiming to be personally aggrieved by the application of any of the provisions of this Article, whether by the Union, an Association, or any Individual Employer, must submit the same to the Joint Referral Appeals Committee provided for in **Sections 33 and 34** hereof.

B. Any dispute over the interpretation or application of **Section 17** shall be determined by the Joint Referral Appeals Committee. The Joint Referral Appeals Committee shall have the power, in the event it determines that a complaint has merit, to render prospective relief only, which may include augmented calls to a particular dispatch jurisdiction. The Joint Referral Appeals Committee shall also have the power upon its own motion, or by a member thereof, to prospectively strike any local dispatch jurisdiction from those eligible for 'C' or 'D' Priority Group class pursuant to this provision and **Sections 15-C and 15-D**.

C. Grievances must be submitted in writing to the Joint Referral Appeals Committee within ten (10) working days of the occurrence giving rise thereto. Any employee or applicant for employment failing to observe the requirements of this **Section 32** shall be deemed to have waived his grievance. Forms for the submission of such grievance shall be available at all times in the offices of the Union and the Employer.

33. JOINT REFERRAL APPEALS COMMITTEE — There is hereby established a Joint Referral Appeals Committee which shall consist of three (3) members appointed by the Northern California Mechanical Contractors Association; one (1) member appointed by Industrial Contractors UMIC Inc. and four (4) members selected by UA Local 342.

34. The Joint Referral Appeals Committee shall be empowered:

A. To establish and promulgate any and all rules which are necessary and proper to assure non-discriminatory application of the provisions of this **Article II** to employees and applicants for employment for work covered by this Labor Agreement, and, to clarify, modify or change the provisions of **Article II, Sections 13 through 31**, upon a determination by the Committee that clarification, modification or change is necessary to meet changed conditions in the industry. Actions by the Committee pursuant to this provision shall remain in full force and effect unless overridden or superceded by agreement of the negotiating committees of the parties.

B. To hear and determine complaints and appeals properly presented to it in accordance with the provisions of **Sections 23 and 32** hereof.

C. To render decisions that shall be final and binding upon employees, applicants, the Union and Employers in regard to matters properly before it. In the event the Committee should deadlock on any matter properly brought before it, within a period of five (5) working days or such further time as the Committee shall allow, the matter shall be submitted to impartial arbitration. A decision by an arbitrator shall be final and binding on all parties. In the event the Committee cannot agree upon an arbitrator, the arbitrator shall be chosen from a list of five (5) names secured from the Federal Mediation and Conciliation Service in accordance with FMCS rules.

D. To render decisions as set forth above only with respect to matters arising under this **Article II** and in no circumstances with respect to matters reserved to the Joint Conference Committee.

35. This **Article II** shall be posted on the bulletin board of the Union in its office, and the bulletin boards of the Individual Employers where notices to employees and applicants for employment are posted. Actions taken pursuant to **Section 34-A** shall likewise be posted.

ARTICLE III

NO STRIKES OR LOCKOUTS

36. It is mutually agreed and understood that during the period when this Agreement is in force and effect neither the Employer nor any Individual Employer will authorize any lockout and no Individual Employer will lockout his employees and the Union will not strike, slowdown, or stop work in any dispute, complaint or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints or grievances concerning the interpretation, application or compliance with any provision or provisions of this Agreement pertaining to the following:

A. Failure to issue negotiable payroll checks.

B. Failure to pay established Travel Pay. Said Travel Pay shall be at the same time and under the same conditions as payroll.

C. Failure to comply with the provisions of **Article V, Sections 50 and 51** of this Agreement.

D. Failure or refusal of the Individual Employer to submit the jurisdiction of the Joint Conference Board and/or referral of an Individual Employer to comply with the decisions of a Joint Conference Board or Arbitrator.

37. Any Individual Employer who shall fail or refuse to comply with the provisions of this **Article III**, or any of them so long as such failure or refusal continues, it shall not be a violation of this Agreement if the Union withdraws employees who are subject hereto from the performance of work of such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages except as provided in **Article IV** of this Agreement.

ARTICLE IV

JOINT CONFERENCE BOARD

38. No dispute, complaint or grievance concerning the interpretation, application or

compliance with any provision or provisions of this Agreement pertaining to the following is or are arbitrable under this Article of this Agreement:

- A. Failure to issue negotiable payroll checks.
- B. Failure to pay established Travel Pay. Said Travel Pay shall be at the same time and under the same conditions as payroll.
- C. Failure to comply with the provisions of **Article V, Sections 50 and 51** of this Agreement.
- D. Failure or refusal of the Individual Employer or an Individual Employer to comply with the decisions of a Joint Conference Board, Joint Referral Appeals Committee or arbitrator.

39. It is the intention of the parties to this Agreement to settle all other problems that may arise on a local level; however, in order to provide means for uniform interpretation and application of this Agreement in respect to any provision upon which the parties are in disagreement or dispute as to its meaning the parties hereto shall proceed to set up a Joint Conference Board of six (6) members. Three (3) members shall be selected by the Union and three (3) members by the Individual Employer. In the selection of the three (3) by the Employer, it is agreed that one (1) of the members may be selected from another Employer Association whose individual members covered by this Collective Bargaining Agreement regularly perform other types of work coming within the recognized jurisdiction of the Union.

40. No proceeding hereunder based on any dispute, complaint or grievance herein provided for shall be recognized unless called to the attention of the Employer and the Union within thirty (30) days after the alleged violation was committed.

41. The thirty (30) day limitation shall not apply to Employer contributions required by **Article VII, Section 69** and **Article X, Section 81**. Grievances or disputes may be filed by the Local Union and/or the Employer signatory hereto. Such grievances and disputes shall be executed in accordance with the procedure set forth in this **Section 41**:

Step 1. The Job Steward or Union Representative is to receive grievances or disputes from employees covered by this Agreement, and report them to his Business Manager, who shall then attempt to adjust said grievance or dispute with the Contractor representative performing the work.

Step 2. In the event that such grievance or dispute cannot be adjusted in this manner within seventy-two (72) hours after the complaint has been submitted, the same shall be submitted in writing within an additional seventy-two (72) hours to the Association involved whose representatives shall attempt to settle the grievance or dispute.

Step 3. If the matter cannot be disposed of within seventy-two (72) hours after receipt of such written notice by the representatives of the Union and/or the Employer, the same may be referred to the Joint Conference Board.

Step 4. The Joint Conference Board shall convene at their next meeting after the grievance or dispute has been referred to it. The Employer or the Union cited before the Joint Conference Board shall have at least seventy-two (72) hour's notice of the hearing, unless a lesser period of time is agreed to between the complaining Union and the Employer. The final decision shall be rendered within ten (10) working days after the complaint is submitted to the Joint Conference Board. All time limits set forth in this Article may be extended by mutual agreement.

Step 5. In the event the Joint Conference Board is unable by majority vote to agree, they may submit the dispute to an Arbitrator chosen by the Board. If the Board is unable to select an Arbitrator, either party may immediately request the Federal Mediation and Conciliation Service

or American Arbitration Service to submit the names of five (5) persons qualified to act as Arbitrator. When said list has been presented to representatives of the parties hereto, each shall have the choice of alternately reviewing the names of two (2) of those five (5) persons, with the order of choice being determined by lot and the remaining, or fifth, person shall be selected as an Arbitrator within twenty-four (24) hours after submission of said list. The referee's decision shall be final and binding on both parties.

42. It is specifically agreed that the terms and conditions of this Agreement shall be binding upon the Joint Conference Board and/or the Impartial Arbitrator and that they or he shall have no authority to alter, amend or revise the wages, hours, and other conditions set forth herein, it being the intent that such Board and arbitrator's decision shall be within the scope and limited to the application of terms and conditions hereof. The parties hereto agree that a decision rendered by a majority of the Joint Conference Board and/or Impartial Arbitrator shall be final and binding upon them.

43. All costs of the Impartial Arbitrator shall be divided equally between the Employer and the Union.

44. All disputes between the parties regarding the interpretation or application of any of the terms or conditions of this Agreement shall be submitted to the grievance procedure in the manner provided in this Article.

45. Employers will not be cited before the Joint Conference Board except on charges preferred by the Business Manager of the Local Union or, in his absence, his designee. Such charges must be made on a form designated by the Joint Conference Board. Such charges shall not be accepted unless the form shows the Business Manager or his designee contacted the Employer or attempted without success to settle the grievance prior to submitting such complaint to the Board. Copies of such charges must be immediately sent certified mail, return receipt requested, to the Contractor (or Local Union) the complaint is against, with additional copies to the Employers. The complaining party must give immediate notice to the Employers when a dispute is settled after having been referred to them in writing. The Union agrees that such Board procedure will not be used to harass a Contractor. The Employer agrees to give full consideration to all charges, particularly repeated violations of the Contract.

46. JURISDICTIONAL DISPUTES — All jurisdictional disputes with Unions (other than the United Association) shall be heard and decided under the procedures of the National Joint Board for Settlement of Jurisdictional Disputes.

47. Both parties hereto agree to maintain proper personnel and facilities to carry out the terms and conditions of this Agreement.

48. Within thirty (30) days after the execution of this Agreement the Employers shall appoint three (3) representatives, and sufficient alternates, and the Union shall appoint three (3) representatives, and sufficient alternates, as members of the Joint Conference Board, which shall be known as the Joint Conference Board. In the event of the absence of any representative appointed by the Union the remaining representatives appointed by the Union may vote in behalf of such absent representative. In the event of the absence of any representative appointed by the Employers the remaining representative appointed by the Employers may vote in behalf of such absent representative.

ARTICLE V

SUBCONTRACTING

49. All work performed by the Employers, and all service rendered by the Employers, as herein defined shall be rendered in accordance with each and all of the terms and provisions

herein. Any Employer who subcontracts work covered by this Agreement shall be liable for all wages and fringe benefit contributions payable by said Subcontractor under the terms of this Agreement except as provided herein.

50. The terms and conditions of this Agreement insofar as they affect the Employer shall apply equally to any Subcontractor under the control of, or working under contract with such Employer on any work covered by this Agreement which is to be performed at the site of construction, alteration, building or repair of any building, or other work and said Subcontractor with respect to such work shall be considered the same as the Employer covered hereby.

51. If any Employer subcontracts any such work, provisions shall be made in the subcontract for the observance by the Subcontractor of all of the terms and conditions of this Agreement.

52. The Subcontractor is defined as any person (other than an Employer covered hereby), firm, or corporation who or which agrees orally, or in writing, to perform for or on behalf of an Employer any part of the work covered by this Agreement.

53. No Employer who has complied with the requirements for subcontracting shall be liable to the Union or to any employee for any default of his Subcontractor in the performance of the terms and conditions of this Agreement, if the following language, or language that is equally as binding is contained, is contained in the contract:

Agreement: In consideration of Contractor entering into this Agreement, Subcontractor agrees that in the performance of all jobsite work hereunder, Subcontractor will be bound by and comply with all terms and conditions of the Collective Bargaining Agreement between UA Local Union No. 342, the Northern California Mechanical Contractors Association and the Industrial Contractors, UMIC and others governing the performance of work by contractors.

Date: _____

By: _____

Subcontractor's Signature

ARTICLE VI FABRICATION

54. Fabrication — The parties agree that this Article is a material and substantial part of this Agreement, establishing terms of employment, and that the breach of any provision of this Article constitutes a substantial breach of this Agreement. The parties agree that upon an Employer's breach of this Article, the Union may, at its option, seek enforcement by judicial determination or such other judicial relief that the Union deems appropriate, or it may submit the Employer's violation of this Article to arbitration in accordance with **Article IV**.

55. There shall be no fabrication restrictions for an Individual Employer if he performs the work within the jurisdiction of Local 342 and further the work is performed by Local 342.

56. The butt-welding of all mill run lengths, regardless of size, shall be fabricated and assembled on the jobsite unless it becomes a part of a dimensioned welded pipe formation.

57. FABRICATION AT JOBSITE OR IN SHOP — To secure fabrication work for employees working under this Agreement in the principal work unit at the jobsite, and in order to protect wages and working conditions of such employees in the principal work unit at the jobsite, the Employer may fabricate at the jobsite or in the shop under the following terms and conditions:

A. Piping formations requiring heat or other special treatment or the use of special

tools and equipment may be fabricated on the jobsite or in the shop.

B. All pipe bends may be made up on the jobsite or in the shop.

C. All piping and assembling of panel boards shall be done on the jobsite or in the shop.

D. The piping on manufactured components that are to become part of an industrial piping system may be fabricated at the jobsite or in the shop.

58. When the word "shop" is used in this Article, it shall be defined as a pipe fabricating shop where terms and conditions of employment for Journeymen Plumbers, Pipefitter-Steamfitters and their Apprentices performing such shop fabrication compare favorably with the terms and conditions of employment of the employees covered by this Agreement who would have performed the fabrication at the jobsite if the Employer exercised his options to have it done at the jobsite.

59. All hanger rods, pipe supports and pipe hangers made of structural shapes only which can be fabricated from drawings or specifications are not covered by this Agreement. Such hanger rods, pipe supports and pipe hangers shall be shipped to the job unattached and erection shall be covered by the terms of this Agreement.

60. All hanger rods, pipe supports and pipe hangers which require field dimensions for fabrication are covered by this Agreement.

61. All catalogue items such as clamps, u-bolts, etc., may be purchased from any source at the option of the Employer. Erection of such items shall be covered by the terms of this Agreement.

ARTICLE VII

WAGE AND FRINGE BENEFIT SCHEDULE

62. WAGE AND FRINGE SCHEDULES

A. Appendix B—Effective July 1, 2006 the basic hourly wage rates for all classifications of employees covered by this Agreement including Apprentices, Journeymen, Foremen, General Foremen and Senior General Foremen, and for specialty classifications of employees covered by any specialty addendum to this Agreement and/or employees covered pursuant to any project agreement, including any contract maintenance agreement, which incorporate the terms of this Master Labor Agreement shall be as set forth in the wage and fringe schedules attached hereto and made a part hereof as **Appendix B**. The wage and fringe schedules constituting **Appendix B** shall be modified as of each July 1 to account for wage increases contained in **Section 67** hereof and/or pursuant to Agreement between the Union and the Associations any other time; and/or as of the effective dates of any new or different Project Labor Agreements incorporating the terms of this Master Labor Agreement therein; and/or in accordance with any specialty addendum hereto in accordance with the terms of such addendum. New wage and fringe schedules duly adopted during the term of this Master Labor Agreement shall be effective as of the date specified therein and shall be binding upon all Individual Employers performing work covered directly by or affected by the terms and conditions contained in this Agreement without the necessity of further agreement between an affected Individual Employer and the Union.

B. SAME TOTAL COST PACKAGE — All Contractors whose employee wages and fringe benefits are set by this Agreement shall have the same Total Cost Package on New

Construction and Industrial work. If a Contractor should circumvent or attempt to circumvent this provision, the Agreement may be opened upon thirty (30) days notice by either party to draft new language to implement the intent of this **Section 62-B**. (EXCEPTION: The provisions of this **Section 62-B** are not applicable to the Agreement with Industrial Contractors UMIC Inc.).

63. FOREMAN — Foremen shall receive a premium of not less than ten percent (10%) of the Class II Journeyman employee basic hourly wage rate.

64. GENERAL FOREMAN — General Foremen shall receive a premium of not less than twenty percent (20%) of the Class II Journeyman employee basic hourly wage rate.

65. SENIOR GENERAL FOREMAN — Senior General Foremen shall receive a premium of not less than thirty percent (30%) of the Class II Journeyman employee basic hourly wage rate.

66. DUES CHECK-OFF DEDUCTION — The Union shall have the right, as necessary, to allocate a percentage of their Taxable Wage Rate to be classified as an hourly Dues Check-off. Amounts contained herein are subject to change. See the most recent **Appendix B** which is incorporated herein by reference for current Dues Check-off amounts.

67. FUTURE WAGE AND/OR FRINGE BENEFIT ADJUSTMENTS

A. Increases in the Journeyman package will be as follows:

July 1, 2006	\$3.25 per hour.....	(\$64.41)
July 1, 2007	\$3.25 per hour.....	(\$67.66)
July 1, 2008	\$3.50 per hour.....	(\$71.16)

B. ALLOY WELDING PREMIUM — If a 342 dispatched employee is certified to perform an alloy welding procedure that is developed by a joint labor/management committee, then said employee will be paid 5% over scale for his classification. This 5% premium shall be paid for all hours of any shift during which shift the employee performs any alloy welding. The premium is not paid for tacking or for operating orbital welding equipment. The certification process shall be developed by the joint labor/management committee.

C. ALLOCATION OF FUTURE INCREASES — The Union shall have the right to allocate future increases among wages and existing fringe benefits. The Union shall notify the Individual Employer and the Employer Associations in writing of any allocations. The Union shall attempt to give this notice at least thirty (30) days prior to July 1st.

68. COMPOSITE CREWS — Whenever employees covered by this Agreement work regularly in composite crews covered by an Agreement at the same jobsite with UA Local 159 they shall receive the same wages and fringes to the extent that the total package of wages, fringes, working conditions and Travel Pay are higher or more beneficial than those provided for in this Agreement.

69. FRINGE BENEFITS — Fringe benefits per hour effective July 1, 2006, for Senior General Foremen, General Foremen, Foremen, Journeymen, and Apprentices shall be as follows:

Health & Welfare

Active Employee Health & Welfare	\$ 9.10	per hour
Health Reimbursement Account	\$ 0.25	per hour
Retiree Health & Welfare	\$ 4.05	per hour
Total Health & Welfare Contributions	\$13.40	per hour

Pension

Northern California Pipe Trades Pension*	\$ 6.79	per hour
Supplemental Pension (Defined Contribution)*	\$ 1.75	per hour

Apprentice Training

\$ 1.10 per hour

International Training Fund

\$ 0.05 per hour

Centralized Safety Data Bank***

\$ 0.01 per hour

Joint Labor-Management**

\$ 0.05 per hour

Contract Administration**

\$ 0.20 per hour

* No Pension Contribution for 1st and 2nd period Apprentices.

** For Contractors not paying Contract Administration and/or the Joint/Management Cooperation contributions Apprentice Training shall be paid an equivalent hourly amount in lieu of such contribution(s).

*** All assets of the Centralized Safety Data Bank shall be used for training of UA employees within UA Local 342.

A. Effective July 1, 2006 Employer contributions to the Northern California Pipe Trades Supplemental Pension Plan on behalf of all employees for each straight time and overtime hour worked shall be determined by employee classification as follows; provided, however, that aggregate contributions for any calendar year may not exceed the maximum limitation for defined contribution pension plans set forth in Internal Revenue Code Section 415(c)(1)(A) as adjusted pursuant to IRC §415(d).

	<u>STRAIGHT TIME</u>	<u>TIME AND ONE HALF</u>	<u>DOUBLE TIME</u>
Class I.....	\$0.00	\$ 0.000	\$ 0.00
Class II.....	\$1.75	\$ 2.625	\$ 3.50
Class III.....	\$3.25	\$ 4.875	\$ 6.50
Class IV.....	\$4.75	\$ 7.125	\$ 9.50
Class V.....	\$6.00	\$ 9.000	\$12.00
Class VI.....	\$7.35	\$ 10.25	\$14.70
Class VII.....	\$10.00	\$15.00	\$20.00

B. The designated classification of each employee shall be honored by the Employer and shall apply to work performed under this Master Agreement and to any other Agreement which is expressed in terms of a percentage of this Master Agreement (e.g., 80% or 90% Agreements) and to the Industrial Maintenance Agreement.

70. FRINGE BENEFITS ON OVERTIME — Fringe benefits (except Defined Contribution Pension) shall be at straight time on all overtime hours worked. The Defined Contribution Pension contribution rate on overtime work shall be as provided in **Section 69-A**.

71. DUES CHECK-OFF CONTRIBUTION ON OVERTIME — The Union shall have the right, as necessary, to allocate a percentage of their Taxable Wage Rate to be classified as an hourly Dues Check-off. Dues Check-off deducted from overtime wages shall be calculated as a percentage of the overtime Taxable Wage Rate. Amounts contained herein are subject to change. See the most recent **Appendix B** which is incorporated herein by reference for current Dues Check-off amounts.

72. APPRENTICE WAGES – Effective July 1, 2006 the wage rate schedule for Apprentices shall be:

PERIOD	PERCENTAGE	BASIC TAXABLE*		
		<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>
1 st 6 Months**	40% + \$0.50	\$16.90	N/A	N/A
2 nd 6 Months**	45% + \$0.50	\$18.95	N/A	N/A
3 rd 6 Months	50%	\$20.51	N/A	N/A
4 th 6 Months	55%	\$22.56	N/A	N/A
5 th 6 Months	60%	\$24.61	N/A	N/A
6 th 6 Months	65%	\$26.66	N/A	N/A
7 th 6 Months***	70%	\$28.71	\$27.21	N/A
8 th 6 Months***	75%	\$30.76	\$29.26	N/A
9 th 6 Months***	80%	\$32.81	\$31.31	\$29.81
10 th 6 Months***	85%	\$34.86	\$33.36	\$31.86

* Includes Dues Check-off which is a percentage of Class II taxable wage rate as specified in **Appendix B**.

** No pension contribution is required to be made during the first year of Apprenticeship training.

*** Defined contribution payments for 4th and 5th year Apprentices shall be paid at appropriate overtime rates (at time and one-half or at double time) when overtime hours are worked.

73. Apprentices, when any are employed, shall be paid in accordance with the provisions of the Joint Apprenticeship Council of the State of California.

74. COLLECTION MATTERS: ORDER OF ALLOCATION — In the event collection procedures are instituted to recover wages and fringe benefit payments due pursuant to this Agreement and the sums collected are not sufficient to cover all delinquent obligations, sums collected shall be distributed in the following order of priority:

- A.** Wages
- B.** Voluntary Credit Union Deductions
- C.** Dues Check-off
- D.** Supplemental Pension
- E.** Health Reimbursement Account
- F.** Health & Welfare
- G.** Pension
- H.** National Training
- I.** Joint Apprentice & Training
- J.** Joint Labor-Management Co-operation

- K. Contract Administration
- L. Centralized Safety Training Data Bank

ARTICLE VIII

WORKDAY — WORKWEEK

MASTER AGREEMENT

75. WORKING HOURS AND REST PERIODS

A. WORKDAY

1. On a single shift operation, eight (8) hours shall constitute a day's work. The workday shall begin at 8:00 AM and end at 4:30 PM with a one-half (1/2) hour unpaid lunch period. Any change in the starting time or quitting time shall be by mutual agreement.

2. In the event a project shall be worked on a 4/10 schedule (as prescribed in **Section 76-B**), the workday shall begin at 7:00 AM and end at 5:30 PM with a one-half (1/2) hour unpaid lunch period. Any change in the starting time or quitting time shall be by mutual agreement.

B. REST PERIODS

1. Every Employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an Employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at Employer-designated areas, which may include or be limited to the employees' immediate work area.

2. Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the Employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

3. A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

4. If an Employer fails to provide an employee a rest period in accordance with the applicable provisions of this Section, the dispute will be brought before the Joint Appeals Committee for resolution as addressed in **Sections 32, 33 & 34** of this Agreement.

76. WORKWEEK

A. The workweek shall consist of workweeks of five (5) eight (8) hour days Monday through Friday - 40 hour week. All time worked in excess of the regular workday, or of the regular workweek, and all time worked before the start or after the end of the regular workday and all work performed on Saturday, Sunday and holidays shall constitute overtime and shall be paid at the appropriate overtime rate.

B. By mutual agreement between the Contractor and the UA Local 342 Business Manager, the workweek may consist of workweeks of four (4) ten (10) hour days Monday through Thursday - 40 hour week (heretofore to be known as a 4/10 workweek). All time worked in excess of the regular workday, or of the regular workweek, and all time worked before the start or after the end of the regular workday and all work performed on Friday, Saturday, Sunday and holidays shall constitute overtime and shall be paid at the appropriate overtime rate.

77. OVERTIME

A. When the workweek consists of five (5) eight (8) hour days, the first two (2) hours performed in excess of the eight (8) hour workday, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one-half (1 1/2) times the straight time rate. All work performed on Sundays and Holidays and in excess of ten (10) hours a day shall be paid at two (2) times the straight time rate. When overtime is worked after the regular work shift, workmen shall be entitled to a one-half (1/2) hour lunch period at overtime rate after two (2) hours overtime is worked, and a one half-hour (1/2) lunch period at overtime rate for every four (4) hours thereafter.

B. When the workweek consists of four (4) ten (10) hour days, the first two (2) hours performed in excess of the ten (10) hour workday, Monday through Thursday, and the first ten (10) hours on Friday and Saturday, shall be paid at one and one-half (1 1/2) times the straight time rate. All work performed after (a) the first twelve (12) hours on Monday through Thursday; (b) after the first ten (10) hours on Friday and Saturday; and (c) for all work performed on Sundays and Holidays shall be paid at two (2) times the straight time rate. When overtime is worked after the regular work shift, workmen shall be entitled to a one-half (1/2) hour lunch period at overtime rate after two (2) hours overtime is worked, and a one-half (1/2) hour lunch period at overtime rate for every four (4) hours thereafter.

78. INDUSTRIAL WORK DESCRIPTION — Industrial work shall be the fabrication and installation of industrial, process and specialty piping for industrial plants; manufacturing plants; bottling plants; marine facilities; power plants; sewage and water processing plants; missile and space programs including all other piping, related equipment and appurtenances of an industrial and manufacturing process nature, but shall not apply to work covered by Specialty Agreements. Piping and equipment for commercial and/or domestic plumbing, comfort heating, air conditioning and refrigeration is excluded from this coverage. This work shall include:

- A.** Oil refinery piping and other refining or manufacturing process piping and equipment
- B.** All permanent and stationary marine piping facilities and equipment, excluding all work covered under any recognized UA Maritime Agreement
- C.** All power plant piping, boilers, boiler piping and equipment
- D.** Refrigeration piping and equipment installations other than work covered by the Northern California & Northern Nevada Refrigeration & Air Conditioning Agreement
- E.** Heating, ventilating and air conditioning systems in connection with manufacturing, bottling, distilling, brewing and food process piping other than work covered by the Northern California & Northern Nevada Refrigeration & Air Conditioning Agreement
- F.** Electric transformer piping and equipment
- G.** Chemical piping work

- H. Plumbing and booster stations in connection with transportation and transmission pipeline
- I. Piping for filtration, reducing, boosting and treatment stations or plants in connection with water, waste and sewage
- J. Piping in connection with space vehicles, missiles, aircraft, railroads, and transit systems
- K. Tanks
- L. All pneumatic and hydraulic systems
- M. Industrial process piping for smog and pollution control
- N. Equipment piping
- O. Miscellaneous piping
- P. Control systems for industrial process piping
- Q. Cooling towers

ARTICLE IX HOLIDAYS

79. HOLIDAYS — The recognized holidays in both Alameda and Contra Costa Counties shall be as follows:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
	New Year's Eve

80. If any of said holidays fall on Sunday, the Monday following shall be considered a legal holiday. When a holiday falls on Saturday, the Friday before shall be considered a holiday and when a holiday falls on Thursday, the following Friday shall also be considered a legal holiday. When a holiday falls on a Friday, the following Saturday shall be paid at the holiday rate. When a holiday falls on a Monday, the preceding Saturday shall be paid at the holiday rate.

ARTICLE X EMPLOYER PAYMENTS INTO TRUST FUNDS

81. Each Individual Employer signatory to, or otherwise bound by, this Agreement shall pay the sums per hour into the Trust Funds for each hour's work assigned by the Employer to employees upon work covered by this Agreement in accordance with the schedules as set forth in **Sections 69-72**, and as updated as of each July 1, or as otherwise may be agreed upon between the Union and the Associations, and set forth in the wage and fringes schedules attached hereto as **Appendix B**.

82. The Funds named in **Article VII** shall be administered in accordance with the applicable Trust Agreements and/or other documents adopted by and between the parties hereto and/or the UA creating said Funds (hereinafter "Trust Funds" which shall include any other form of

business organization such as a non-profit corporation). The Individual Employers agree to be bound by all of the terms and conditions of said Trust Agreements and any amendment or amendments thereto that have been or may hereafter be adopted by the parties thereto.

83. Each Individual Employer shall file a monthly report with each Fund on the form established by the Fund and such report shall be filed monthly regardless of whether the Individual Employer has employed any employees covered by the report. Each such report shall be signed by the owner, a partner, or an executive officer of the Individual Employer, as the case may be.

84. Payments to the Funds shall be made at the place designated from time to time by the Funds in accordance with and in the manner provided for by the applicable Trust Agreements, or by the UA Joint Labor-Management Cooperation Committee, Inc. ("JLM") in the event that the fund or entity is signatory to the Joint Services Agreement (JSA) with the JLM. Absent contrary procedures in the JSA, such payments shall be due and payable monthly on or before the fifteenth (15th) day of each calendar month, and will be deemed delinquent if payment is not received on or before the twenty-second (22nd) day of each calendar month for all work performed in the preceding month.

85. It is agreed that insofar as payments by the Individual Employer are concerned, the parties recognize and acknowledge that the regular and prompt payment of amounts due each Fund by Individual Employers is essential and, based upon prior experience of the parties hereto and in light of the substantial but varied expense incurred in the administration of said Funds and the Plan or entity due to delinquencies, the parties agree that it is extremely difficult, if not impracticable to fix the actual expense and damage to each Fund and the Plan or Program which results from the failure of an Individual Employer to make the payments in full within the time provided. Therefore, it is agreed that the amount of damage resulting from any such failure shall be by way of liquidated damages and not as a penalty to each such Fund, Plan or Program and that the amount of the liquidated damages be as provided in the appropriate Trust Agreement, Plan or duly adopted document.

86. If any Individual Employer defaults in the making of such payments and if either the Union or the Funds consults or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claim with respect thereto, there shall be added to the obligation of the Individual Employer who is in default all reasonable expenses incurred by the Union, the Funds, and/or other entity, in the collection of same, including but not limited to, reasonable attorneys' fees, auditors' and accountants' fees, court costs and all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

87. The parties recognize and agree **(a)** that the references to wages and fringe benefits in Sections 7071.5 through 7071.11 of the California Business and Professions Code include payments for fringe benefits and Dues Check-off as described in this Agreement and Trust Agreements creating each Fund; **(b)** that said payments are for the benefit of the employees of each Individual Employer covered by this Agreement, and that the failure of an Individual Employer to make said payments, in the manner and at the time prescribed, causes damage to all employees, including the employees of the Individual Employer in default, in the amount of the unpaid fringe benefits and dues as well as the liquidated damages established herein, interest, and any attorney's and accountants' fees which the Union, the Funds, or Plan, or any of them, may incur with respect to said default; **(c)** that the Union, the Funds, or Plan, or any of them, may bring a claim or legal action against the Individual Employer's license bond on behalf of an employee or employees covered by this Agreement.

88. Whenever the Union, in its judgment, deems it necessary to protect payments to the Funds or the Plan or to protect the payment of wages to employees working under this Agreement, it may require any Individual Employer to supply the Union, not less often than weekly, with a written record of the names of all employees and their hours (specifying straight

time and overtime) worked upon all or any particular job or jobs. The Union shall have the right to withdraw and withhold the employees of any Individual Employer who fails to furnish such information promptly.

89. BONDING — The following Employers, as described in **Sections 89-A** and **89-B**, shall be required to post a bond as provided for herein, in addition to any bond required by applicable law.

A. ALL EMPLOYERS — Any Employer who is not either "New" or "Delinquent" as defined below who has over 30 employees dispatched by Local 342, shall provide the Trust with a \$100,000 Fringe Benefit Bond or a like amount in Certificates or Deposit or irrevocable Letter of Credit.

B. NEW EMPLOYER — The term "New Employer" for purposes of this **Section 89** shall mean an Individual Employer who has not performed work covered by this Agreement, within a period of twelve months preceding the job he is about to perform.

C. DELINQUENT EMPLOYER — The term "Delinquent Employer" for purposes of this **Section 89** shall mean an Individual Employer who, at any time during the term of this Agreement or within the three-year period preceding the term of this Agreement has failed to pay employees or Trust Funds promptly and in accordance with this Agreement and applicable Trust or other established document. The term "Delinquent Employer" shall also include any Individual Employer who at any time in the past has been cleared of any indebtedness to employees or the Trust Funds through adjudication in bankruptcy.

D. For purposes of this **Section 89**, the term "Individual Employer" shall include any former sole proprietor Individual Employer, a member of a partnership or associate Individual Employer, or an officer, director, or stockholder of a corporate Individual Employer who or which has been delinquent as defined herein, or a superintendent, responsible managing officer or employee or other authorized representative of a former such Individual Employer who hereafter entered into any phase of the contracting business covered by this Agreement, either as a sole proprietor, partner, or owner of an interest in a contracting firm or corporation.

E. An Individual Employer required to post a bond under this **Section 89** shall maintain the bond in effect for the period covered by this Agreement.

F. The amount of the bond shall be based on the maximum number of employees employed by the Individual Employer on work within the territory covered by this Agreement as follows:

1 to 5 employees	- \$ 17,000
5 to 10 employees	- \$ 35,000
11 to 20 employees	- \$ 60,000
21 to 30 employees	- \$ 80,000
31 to 40 employees	- \$100,000
41 to 50 employees	- \$125,000
51 to 60 employees	- \$150,000
61 to 70 employees	- \$175,000
71 to 80 employees	- \$200,000
Over 80 employees	- \$250,000

G. Said bond shall be posted with the Union and/or Trust Funds, and the bond shall

guarantee prompt payment of all wages and other payments to employees as provided for in this Agreement and the prompt payment of all fringe benefits, liquidated damages, interest and attorneys' fees as provided for in this Agreement and in applicable Trust documents.

H. If the bond is a surety bond, the bonding company and the form of the bond shall be subject to approval by the Union and the Trustees of the Health & Welfare Fund.

I. In lieu of a surety bond, the Individual Employer shall provide a cash bond in the appropriate amount and in a form acceptable to the Union and the Trustees of the Health and Welfare Fund. The cash bond shall be held in escrow by the Contract Manager of the Northern California Pipe Trades Trust Funds and shall accrue interest. If the Employer cannot post the full amount of the cash bond in one lump sum, the Employer may post ten percent (10%) of the required amount of the cash bond as a down payment and pay the balance with its monthly reports at the rate of fifty cents (\$0.50) per hour for every hour worked by its covered employees until the full amount of the cash bond is reached. No interest shall be posted to the Employer's cash bond account until the full amount of the cash bond is paid. In the event the Employer disputes a claim made against the cash bond, the claim will be paid upon decision of the Joint Conference Board, in the case of money due employees, or upon the decision of the Trustees of the appropriate Trust Fund or Funds or their agent in the event of a claimed Trust Fund delinquency. The Employer shall be entitled to a refund of any amount remaining in its cash bond account upon a determination that it has legally terminated its Collective Bargaining Agreement with the Union or actually ceased doing business in Northern California, after any obligations due and owing the employees, Union or the Trust Funds have been deducted from the Employer's cash bond account.

J. If any Employer who is required to post a bond under this **Section 89** fails to do so prior to the commencement of work (in the case of a "New Employer") or within five (5) days of written demand by the Union (in case of a "Delinquent Employer"), it shall not be a violation of this Agreement for the Union to withdraw and withhold employees of that Individual Employer until the bond is posted and the Individual Employer shall be liable to any employees withdrawn for that reason for the wages and fringe benefits lost, up to a maximum of sixteen (16) working hours.

90. CHANGE OF CONTRACTORS — Whenever an Individual Employer has taken over a job that has been only partially completed by another Contractor, he shall notify the Union in writing as soon as he becomes aware of that situation. If the first Contractor owes money on that job to employees or the Trust Funds, and the Individual Employer and the Union are unable to reach agreement upon a method for payment of amounts due, it shall not be a violation of this Agreement for the Union to withhold employees from working on said job, or to withdraw employees who are already working thereon, until all such moneys have been paid.

91. REMOVAL OF EMPLOYEES — The Union may withdraw and withhold the employees of an Individual Employer who defaults in payments of wages or in payments as provided in this Article and the applicable Trust documents.

92. When employees are removed from an Individual Employer's shop or job because of delinquency in payment of fringe benefits or wages, the Employer shall pay to all such removed employees sixteen (16) hours including time worked on the date of removal, if any, at their regular rate of pay plus fringe contributions, in the same manner as if they were employed on the job. When the delinquent wages and/or fringe contributions are paid and the account is cleared in full and the men notified to return to work prior to said sixteen (16) hours, then and only then shall the Individual Employer be liable only for those hours the employees were off the job because of such violation of Contract, and provided further that if they are not available to return to work within two (2) hours after receipt of such notice by the Union, they shall receive

pay for only two (2) hours after receipt of such notice by the Union.

93. Employees removed from the job may accept work orders to a different Individual Employer and still be eligible to be transferred back to the Individual Employer from which they were removed providing the delinquencies were corrected and the transfer effected within sixteen (16) working hours of the removal time and provided such men shall not be reimbursed under this Article for the time they were paid while working for another Individual Employer.

94. The Trust Funds shall be responsible for sending notices to the Union, shall assume liability for any error in notification that results in employees being removed from the job when the Individual Employer was not delinquent, and shall be responsible for immediate notification to the Union when a delinquency is corrected.

ARTICLE XI

DUES CHECK-OFF

95. Effective July 1, 2006 each Individual Employer shall deduct from the regular wages of its employees and pay into a Dues Check-off Account designated by the Union the sums set forth in **Sections 66 & 71** by each of its Senior General Foremen; General Foremen; Foremen; Journeymen; and Apprentices (as set forth in **Appendix B**). Employee taxes shall be computed upon the employee's total wages (including Dues Check-off payments) and deducted from the employee's regular paycheck. The amounts deducted from wages for Dues Check-off shall be accompanied by a report form to be furnished by the Union as set forth in **Article X**.

96. Such payments shall be due and payable on or before the fifteenth (15th) day of each calendar month for all work performed in the preceding month, and shall be considered delinquent if not received by the Trust office prior to midnight of the twenty-second (22nd) day. It is recognized that time is of the essence and the following shall be applicable to delinquent payments:

A. It being impractical to determine the actual expense and damage to the parties hereto which results from delinquent payments in each case, the Individual Employer shall be liable, by way of liquidated damages, and not as an assessment or penalty, in the amount of ten percent (10%) of the amount due, but not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00), for each failure to pay in full within the time limits provided. Liquidated damages shall become due and payable to the Dues Check-off Account upon the day immediately following the date upon which the Employer becomes delinquent, and together with the Dues Check-off contribution shall bear interest at the rate of twelve percent (12%) per annum until paid.

B. In addition to liquidated damages, the Individual Employer shall be liable for all reasonable expenses incurred by the Union of amounts due, including but not limited to, in case suit be brought, reasonable attorney fees and court costs, including cost of attachment bond and expenses of accountants.

C. Upon written demand from the Union, an Individual Employer who is or has been delinquent in one (1) or more payments shall within ten (10) days post a bond, or deposit cash in a banking institution, to secure the payment of all future contributions to the Dues Check-off Account. The amount of such bond or cash deposit shall be equal to the average monthly contribution of such Employer made or owed to the Dues Check-off Account during the preceding six (6) month period, but in no event less than two thousand dollars (\$2,000). The time limits on posting of such bond, the procedures for appeal, and the right of the Union to withhold employees for failure to post the bond, shall be the same as set forth in this **Article XI**.

- D.** It shall not be a violation of this Agreement for the Union to refuse to man any job or to withdraw employees from the job or jobs of a delinquent Employer, or otherwise take concerted action against such Employer.
- 97.** Neither any Employer Association nor any Individual Employer shall be liable for the payments due from any other Individual Employer under this **Article XI**.
- 98.** Voluntary dues deduction authorizations executed by each employee shall be filed with the Trust Fund Office as the agent for the Individual Employer. Copies of authorizations may, upon an Employer's request to the Trust Fund Office, be obtained by any Individual Employer.
- 99.** The Dues Check-off Account shall not be considered part of any other Trust Fund provided for in this Agreement, or subject to the jurisdiction of any Board of Trustees. It shall be administered by the financial institution pursuant to agreement with the Union, in compliance with all applicable laws.
- 100.** The Union shall pay all administrative expenses incurred in the operation of the Dues Check-off Account other than those incurred within the Individual Employer's office.
- 101. CREDIT UNION** — A member of the United Association Credit Union, who voluntarily signs a payroll deduction form, will have a designated amount deducted from his paycheck and sent for deposit to the Trust Fund Office, along with the Employer's monthly transmittal of fringe contributions and Dues Check-off amounts. Designation of the amount to be deducted may be made once annually at the same time and in the same manner as described in **Article I Section 10**, and shall be in flat dollar per hour amounts of one dollar (\$1), two dollars (\$2), three dollars (\$3), four dollars (\$4) or five dollars (\$5).
- 102. (OMITTED)**

ARTICLE XII

WORKING CONDITIONS

- 103. EMPLOYER WORKING WITH TOOLS** — No employee shall work for any Individual Employer who handles tools, except:
- A.** On jobbing or repair work an Individual Employer has the right to work with or without Journeymen for a time period not to exceed four (4) hours on any one job. Total work on job on which Employer works must not require more than four (4) hours to complete.
- B.** On new construction work, on any job which does not involve more than twelve (12) plumbing fixtures. On such new construction work the Employer must employ a Journeyman dispatched under this Agreement. Two (2) or more Employers may not work together on new construction without employing an equal number of Journeymen.
- 104.** No Individual Employer covered hereby will be permitted to handle tools unless he is a stockholder of the firm and properly listed as such, or a bona fide partner in the firm, with such partnership duly filed and then, and then only, on work as provided in **Section 103**. No firm shall be allowed more than one working member and the name of such member must be filed with the Local Union having jurisdiction over the area in which the firm's principal place of business is located.
- 105. EMPLOYER AND EMPLOYEE VEHICLES**
- A.** All Employers' trucks are to be identified by a sign on each side of the truck, legible at one hundred feet (100'), displaying the name of the firm.
- B.** Employer vehicles transporting employees shall be driven by a competent driver.

No employee shall accept transportation in an Individual Employer's vehicle unless it is satisfactorily enclosed against the elements of the weather. Vehicles shall be provided with seats or benches. Employees are forbidden to ride in the bed of trucks that contain gasoline, solvents, pipe fittings, equipment or materials.

C. No employee shall furnish an automobile or any conveyance for any purpose other than to convey himself/herself to and from work.

D. No Individual Employer shall lease, rent, borrow or use tools, equipment or means of conveyance belonging to any employee.

106. The Individual Employer agrees to use his best efforts to the end that an employee works a regular workweek, subject to necessary layoffs or dismissals for cause. The Individual Employer agrees not to close down his shop or job for any portion of the regular workweek, except for reasons of inclement weather or unavailability of work or materials.

107. SUBSISTENCE — On jobs forty (40) highway miles from the Union Hall in Concord, California, and outside Alameda and Contra Costa Counties, the employee shall receive a per diem of sixty dollars (\$60.00) or actual expenses, whichever is greater for each workday on any job requiring the employee to stay overnight. In addition thereto at the start and finish of the job the employee shall be paid travel time in amount equal to the straight time rate not to exceed eight (8) hours in any workday and transportation at the then current applicable mileage rate as set from time to time by the Internal Revenue Service if not using company furnished equipment.

108. (OMITTED)

109. FOREMAN RATIO — The selection and number of Foremen is the responsibility of the Individual Employer subject only to the following qualifications:

A. On any job where there are three (3) and not more than twelve (12) Journeymen and Apprentices, one (1) Journeyman shall be selected by the Individual Employer to act as Foreman and shall receive Foreman's rate.

B. When more than twelve (12) Journeymen and Apprentices are employed on any job, Foremen shall be selected by the Individual Employer in the ratio of one (1) Foreman for each twelve (12) Journeymen and Apprentices.

C. No Foreman shall supervise a crew with more than a combined total of twelve (12) Journeymen and Apprentices.

D. Foremen shall be entitled to perform any of the duties normally assigned to a Journeyman when there are not over eight (8) Journeymen and Apprentices under the Foreman's supervision.

E. There shall be a Foreman on all overtime work or on a second or third shift.

F. There is no requirement for separate Foreman by classification.

110. GENERAL FOREMAN RATIO — When there are two (2) or more Foremen, there shall be a General Foreman. General Foremen may give orders directly to workmen in case of emergency.

111. SENIOR GENERAL FOREMEN RATIO — Senior General Foremen may give orders directly to the workmen in case of emergency. When there are two (2) or more General Foremen on a jobsite, one shall be designated as Senior General Foreman.

112. APPRENTICE RATIO

A. Where there is one (1) or more Journeyman employed, the Individual Employer may employ an Apprentice. Where there are four (4) or more Journeymen employed, the

Individual Employer must employ one (1) Apprentice.

B. After the first required hire of an Apprentice, the Individual Employer may hire an additional Apprentice for every three (3) Journeymen and he must, if available, hire at least one (1) Apprentice for every additional eight (8) Journeymen.

C. An Apprentice shall be under the direct supervision of a Journeyman at all times.

D. Apprentices who have completed four (4) years of training may, in their fifth (5th) year of training, work on jobbing and repair work, with or without a Journeyman, at the prevailing Apprentice rate of pay under the supervision of the Steamfitter Joint Apprenticeship Committee.

113. TIME OF STARTING WORK — Employees shall not be at the Employer's shop, yard, or his place of work ready for work prior to five (5) minutes before the commencement of the workday except in an emergency. No employee shall leave the Employer's shop, yard, or his place of work prior to the end of the workday. [See also **Section 75-A.**]

114. Where, because the work area is located inside an industrial plant, the employee is required to walk to the work area and the time required to walk to the work area creates a hardship on the employee, the Employer's representative and the Union's representative shall meet to establish a reasonable time to be allowed to walk one way on the Individual Employer's time. If the Union's representative and the Employer's representative cannot agree on a reasonable time, the matter shall be referred to the Joint Conference Board and the decision of the Board shall be binding on all parties.

115. SHIFT WORK

A. Shifts may be established by the Individual Employer, providing they are worked for five (5) or more consecutive workdays in a forty (40) hour week.

B. When a 5/8 workweek is used, the regular starting time of the first or day shift shall be 8:00 AM. When a 4/10 workweek is used, the regular starting time of the first or day shift shall be 7:00 AM.

C. If the workweek is established as being five (5) days per week and eight (8) hours per day and two (2) or three (3) shifts are worked, the second or third shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours per shift shall be paid at overtime rates, including the shift premium rate.

D. If three (3) shifts are worked, the Employer and the Union shall establish mutually acceptable hours for shift work, considering among other things the schedule of shift work of the related crafts in the Local Building Trades area in which the job is located. Wherever the Local Union Collective Bargaining Agreement provides for less than an eight (8) hour workday, shifts shall be established in conformity therewith.

E. If the workweek is established as being four (4) days per week and ten (10) hours per day and two (2) shifts are worked, the second shift shall be ten (10) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of ten (10) hours per shift shall be paid at overtime rates, including the shift premium rate.

F. The regular starting time designated above may be changed by mutual agreement of the Union and the Individual Employer.

G. It is agreed that either the swing or graveyard shift may be utilized as the starting shift.

116. SHOW-UP PAY — Any worker, after being hired and reporting for work at the regular

starting time and for whom no work is provided, shall receive pay for four (4) hours at the prevailing rate of wages, unless he has been notified not to report. Any employee who reports to work and for whom work is provided, shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in any day, shall receive not less than a full day's pay. However, the exception shall be when strike conditions make it impracticable to put such an employee to work, where stoppage of work is occasioned thereby or when an employee leaves work on his/her own accord.

117. INCLEMENT WEATHER — An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided in this Section, the employee must remain on the job available for work during the period of time for which employee receives pay, unless released sooner by the Employer's principal supervisor.

A. After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job, but in no event less than two (2) hours.

B. The Employer shall have sole responsibility to determine availability of work due to weather conditions.

C. When the conditions set forth in this **Section 117** occur on an overtime day, or on shift work, the premium rate shall be paid.

118. SAFETY — All parties shall comply with all Federal and State Laws, City and County Ordinances pertaining to the Plumbing, Heating and Pipe Fitting Industry, including all Federal and State safety and health measures and laws. There shall be no disciplinary action by the Employer against any employee who observes this Section.

119. If a Journeyman is of the opinion that scaffolding, ladders and ventilating equipment is inadequate, the employee shall report same to his/her Foreman and Steward and employee will not be disciplined for so doing.

120. Notwithstanding, any concurrent responsibility of any other person or Employer to do so, it shall be the primary responsibility of the Individual Employer to assure that on all jobs there shall be provided to employees covered by this Agreement:

A. Temporary wash and toilet facilities sufficient to maintain proper sanitary conditions (chemical toilets shall be used only when other facilities are not available)

B. Sufficient clean, cold drinking water so that there are no significant periods when the jobsite is without water

C. Emergency telephones with identification signs posted

121. Sufficient clean heated change rooms for the duration of the project shall be provided.

122. PAY DAY/PAY ON DISCHARGE — Pay day shall be once each week with not more than three (3) days' pay being withheld, except that if because of the size of the job and payroll more time is needed, the time will be extended to not more than five (5) days upon request to the Union involved. Employees are to be paid during the regular shift, whether working in the shop, Individual Employer's yard, or in the field. When employees are laid off or discharged, they must be paid wages due them immediately at the time of layoff or discharge in compliance with the California State Labor Code.

123. PROTECTIVE CLOTHING — Employees required to work in any area where they are exposed to rain, acids and caustics, or any other hazardous conditions, shall be provided

protective clothing including rubber boots and equipment by the Individual Employer.

A. Upon submitting proof of damages, workmen will be reimbursed for all loss of personal clothing that may become damaged or destroyed.

B. Employers shall furnish welding gloves, when requested to do so by the Welder, and any Fitter or Apprentice working with a Welder must also be furnished leather gloves.

124. ELECTION DAYS — Employees shall be allowed time off to vote in accordance with the Election Code of the State of California.

125. A Local on strike or lockout shall have power to reject all Travel or Transfer Cards.

126. NO LIMIT ON PRODUCTION — There shall be no limitation or restriction on the use of machinery, tools or other labor-saving devices supplied by the Individual Employer provided such equipment is operated in accordance with the jurisdictional awards of the Building and Construction Trades Department of the AFL-CIO, and approved by the Industrial Accident Commission of the State of California, and approved by the Underwriters Laboratory.

127. WELDING TESTS — Whenever any test is required of any worker by an Individual Employer, the Union agrees that, upon being requested to furnish workers for such test, they will supply only workers who are experienced in the type of work for which the test is required, unless otherwise expressly agreed to by the Individual Employer. Before any worker commences the test, the worker shall be placed on the payroll of the Individual Employer. Any worker failing to pass the test shall be paid for the time required to complete the test, wages to be paid in accordance with this Agreement and at no time be less than eight (8) hours. If any Welder is retested within a sixty (60) day period from the time that worker failed the test, then all Welders that have previously failed will be eligible for retesting.

A. It shall be the obligation of the Employer, or the Employer's designated testing laboratory, to properly label and identify the individual Welder's test coupons and to see that these coupons are available for a period of not less than thirty (30) days, where possible, in the case of a question arising as to whether or not a worker properly passed said welding test. It, however, is to be understood that the only tests recognized as proper are those that have a written procedure for testing a worker's ability. The Union shall receive within thirty (30) days written verification of the welding qualifications based on worker's test results.

B. Welding test procedures will be posted on the jobsite where the test will be given and a copy of said required test will be furnished to the Local Union at the pre-job conference.

128. EMPLOYEE CONTRACTING OR SUB-CONTRACTING PROHIBITED — No worker will be permitted to sub-contract or lump the installation of any plumbing, heating or pipe work or any other work under the jurisdiction of the Local Union, or to work in any shop where sub-contracting is practiced by Journeymen. No worker shall be allowed to work for himself or herself or make a practice of doing work after hours or on Saturday, Sunday or holidays.

129. JOB ACCESS BY UNION — The Business Representative of the Union shall have access to the jobsite within a reasonable length of waiting time during working hours for the purpose of checking on the workmen and the manner in which the work and the terms of this Agreement are being complied with. If any conditions requiring adjustment are observed, the Business Representative shall report them to the Individual Employer or its authorized representatives.

130. TOOLS — No tools shall be furnished by any employee except, that employees may furnish their own hoods and goggles, if they so desire. No employee shall deposit any money to guarantee the safety of any tools or materials, nor shall any money be deducted from their pay

for the same. The Individual Employer shall furnish employees with clear glass for their hoods and goggles and shall furnish helmets to the Apprentices for their protection.

131. All employees shall accept the responsibility for the proper care of all tools and/or equipment furnished by the Individual Employer. Any employee who abuses the provisions of this Section shall be subject to investigation of the Joint Conference Board and any disciplinary action it levies.

132. No employee covered by the terms of this Agreement shall lease, rent, or furnish an automobile or any conveyance or any equipment for any purpose other than to convey himself to and from work.

133. FAVORED NATION PROVISION — No Individual Employer signatory hereto shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Individual Employer employing workmen performing similar work in the area covered by this Agreement with the following exceptions (A and B):

A. On maintenance work the Individual Employer shall not request the lower wage rate recognized by the Union and other Contractors for specialized maintenance work.

B. The Favored Nation's provision shall not apply to the work performed under any Special Project Agreement or to fringe benefit contribution rates during the first 24 months under any first contract entered into by the Union and any newly organized Individual Contractor. New workers dispatched to the Contractor will be dispatched at the rates provided in this Agreement. The 24-month waiver does not apply to work under Special Project Agreements (i.e., all fringe benefits must be paid in accordance with the provisions of Special Project Agreements). The Union will notify the Employer Associations when it enters into an agreement under this Section, giving the name of the newly organized Contractor and the special fringe benefit rates agreed to.

C. When the Union learns of any project to be built within its jurisdiction, the Union will make every effort to contact all signatory contractors to inform them of any special or extraordinary provisions allowed to any other signatory contractor so that no signatory contractor will be provided by the Union more favorable conditions that would affect the bidding process. The Contractor shall be responsible to inquire about Agreements with the Association and the Union.

134. SPECIAL PROJECT AGREEMENTS — When a project to be constructed in the jurisdiction of Local 342 presents a unique problem of manning hours worked, or effective competition, the Individual Employer may, through his representative Association, petition the Joint Conference Board for Special Project Agreement consideration. After proper presentation of special circumstances of the project, the Special Project Agreement may be agreed to by the Joint Conference Board.

135. JOB STEWARDS — A Job Steward shall be a Journeyman appointed by the Local Union who shall, in addition to his/her work as a Journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times (it being understood and agreed that the Job Steward's duties shall include any matters relating to referral, hiring and termination). The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the Job Steward a reasonable amount of time for the performance of such duties.

A. If employees are required to work overtime, the Job Steward, or a Journeyman appointed by the Job Steward, assigned by the Contractor to such overtime work, shall perform the duties of Job Steward.

B. The Job Steward shall remain on the job until its completion unless removed by the Executive Board of the Union; however, a Job Steward may be terminated for just cause.

136. DISCHARGE & LAYOFF: NOTICE OF REASON FOR

A. When an employee is discharged or laid off, the employee will be given written notice, dated and signed by his/her Foreman and proper company representative, giving reason for such discharge or layoff. A carbon copy of same will be furnished to the Job Steward. Termination slips will be supplied by Local Union.

B. An Individual Employer who discharges an employee for just cause must notify the Union in writing within five (5) working days of such discharge of the reason or reasons therefore, failing which it shall be conclusively presumed that the discharge was not for just cause.

137. DRUG AND ALCOHOL PROGRAM – It is the policy of both the signatory Employers and the Union to eliminate, insofar as it is possible, the safety and health hazards associated with drug and alcohol use as it relates to the performance of work covered by this Agreement. To that end, pre-hire drug and alcohol testing is permitted and the following after-hire program is established:

A. An employee whose work performance and/or behavior indicates that he/she is under the influence of alcohol or drugs may be required by the Employer to submit to drug and/or alcohol testing at the Employer's expense to determine his/her fitness to remain on the job.

B. Reasonable grounds to believe that an employee is under the influence of alcohol or drugs, includes abnormal coordination, appearance, behavior, speech or odor.

C. Employees required to take a test shall be taken by a company employee to the nearest qualified hospital or nearest qualified testing facility where such test shall be taken.

D. If the test confirms the belief that the employee's work performance is impaired by the use of alcohol or drugs, the Employer may discipline such employee up to and including discharge.

E. In the event the employee is discharged for drug or alcohol impairment, the Employer shall notify the Union in writing recommending that such employee be counseled to seek rehabilitative assistance.

F. If the employee's test results indicate that he/she was not impaired by drug or alcohol use, the employee shall be returned to the job and paid for any lost time.

G. Refusal to submit to a test upon the reasonable request of the Employer shall subject such employee to immediate termination.

H. Impairment resulting from drugs prescribed by a licensed California physician as part of the course of treatment shall not be cause for discharge pursuant to this policy.

I. Any employee who successfully completes an alcohol or drug rehabilitation program recognized by the Northern California Pipe Trades Health and Welfare Trust Fund shall not be discriminated against and shall be eligible for rehire.

J. As this policy implements a pilot program, either the Union or the Employer may upon thirty (30) days written notice request that this Section be reopened for further modification as experience warrants.

K. If a different Drug and Alcohol policy is agreed to by the Union it will be adhered to at the job sites where it is applicable.

L. SUBSTANCE ABUSE — If an Individual Employer is asked to bid a job which

incorporates a mandatory drug and alcohol policy containing provisions less favorable to the employees than those set forth in **Section 137**, the contractor or its bargaining representative may petition the Business Manager of the Union for a waiver, or modification, of the provisions of **Section 137**. Any such request for a waiver or modification shall be submitted to the Business Manager prior to the due date for bids, in order that any signatory contractors bidding that project will be authorized to bid on the same basis. The Union shall notify the Associations of any waiver or modification applicable to a specific job, and said Associations shall then be responsible for communicating the Business Manager's decision to the Associations' members.

138. PRE-JOB CONFERENCE — On industrial work there must be a pre-job conference.

139. RIGGING WORK — On rigging work performed under the jurisdiction of this Agreement, where a mobile truck crane is assigned to employees under this Agreement and is in excess of ten (10) tons rated lifting capacity, the rigging crew will consist of a minimum of three (3) United Association workmen, one (1) of whom is to be appointed a Working Foreman.

140. PARKING FEES — Parking fees will be paid by the Employer, provided there is no free parking available within two-tenths (2/10) of a mile of the jobsite, on submission of receipt if requested.

141. ON THE JOB INJURIES — When an employee is injured on a job, serious enough to require medical treatment, the injured employee shall be paid for the entire workday for the date injury occurred if the attending doctor determines the employee is not able to return to work. The employee shall be accompanied to the hospital or physician's office by the Job Steward, if available, or another employee, or by a representative of the Employer. The employee accompanying the injured member shall be compensated for the time lost.

142. It is to be the equal responsibility of the Local Union No. 342 supervision as well as the Individual Employer to police tool theft, alcohol abuse, drug abuse, early quits, etc.

A. DOCUMENTS TO BE SIGNED BY EMPLOYEES — The parties recognize that harmonious labor relations require that employees represented by the Union sign certain documents for the benefit of their Employers. Any Association may request approval of a document by forwarding a copy of the document for which approval is requested to the Union's Business Manager, who shall have authority to approve documents which represented employees may sign. The Union shall publish its notice of documents which employees are authorized to sign, and the Associations shall be responsible for disseminating that information to the Associations' members.

ARTICLE XIII

WARRANTY

143. Each of the parties hereto warrants and agrees that it will not, by the adoption or amendment of any provision of its Articles of Incorporation, ownership, or change in geographical location, Constitution, By-Laws, or by contract, or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term of conditions hereof. The warranties and agreements contained in this **Section 143** are made by each of the signatories hereto on its own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacities and the signatories hereto guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent, and the Local Unions on whose behalf the said parties are signing the said Agreement.

144. This Agreement contains all of the covenants, stipulations, and provisions agreed upon by

the parties hereto and no agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for, any statement, representations, promise, inducement or agreements not set forth herein; that any provisions in the working rules of the Local Unions, with reference to the relations between the Individual Employer and his employees, in conflict with the terms of this Agreement, shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Local Unions shall have no application to the work hereunder.

ARTICLE XIV

GENERAL SAVING CLAUSE

145. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

146. If any Article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XV

AFFIRMATIVE ACTION COMMITTEE

147. Within sixty (60) days after the execution of this Agreement, the Northern California Mechanical Contractors Association, shall appoint three (3) representatives and the Industrial Contractors UMIC Inc. shall appoint one (1) representative and the Union shall appoint four (4) Union Representatives as members of the Affirmative Action Committee for the Plumbing and Pipe Fitting Industry of Alameda and Contra Costa Counties. The members of the Committee may, but need not, be members of the Joint Conferences Board.

A. The Committee shall meet, select their officers and establish an Affirmative Action Program to assure members of minority groups of equal opportunity for employment in the Pipe Fitting Industry of Alameda County and Contra Costa County.

B. The Committee will meet regularly to review the Affirmative Action Program established under this Agreement, evaluate the progress made under the Program and will review methods of implementing additional and new programs.

C. The Committee will establish communications with leaders of local interested public and private organizations and other Affirmative Action Programs to review the possibility of integrating programs to eliminate a duplication of efforts within the Building Construction Industry.

D. The Committee shall be under the jurisdiction of the Joint Conference Board which shall have the power to review its actions and to overrule any such actions which are in its judgment in violation of the terms of this Agreement.

ARTICLE XVI

EFFECTIVE AND TERMINATION DATE

148. This Agreement shall be in full force and effect from July 1, 2006 through June 30, 2009 and in effect each subsequent year, unless either party shall, not less than sixty (60) days, or more than ninety (90) days, prior to midnight June 30, 2009, or June 30th of any subsequent year, give notice to the other party of its desire to amend or terminate the Agreement, except as otherwise mutually agreed to by the parties signatory to this Agreement.

149. When agreement upon the proposed modifications has been reached, such agreement shall be incorporated into this Agreement so that all of the terms and provisions of this Agreement as so modified shall be and continue in full force and effect.

APPENDIX A

The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage, and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washroom shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including, piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.
11. All fire stand pumps, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block in tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic vacuum, pneumatic, air, water, steam, oil or gas, used in connection with railway cars, railway motor cars, and railway locomotives.

16. All marine piping, and all piping used in connection with shipbuilding and shipyards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensated equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all underfed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, aid and hydraulic lifts, etc.
32. All piping for power, or heating purpose, either by water, air, steam, gas, oil chemicals, or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehydrating, by any method, and the charging and testing service of all work after completion.
34. All pneumatic tube work and all piping for carrying systems by vacuums, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters,

oil burners, stokers and boilers and cooking utensils, etc., of every description.

36. All piping in connection with central distributing filtration, treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing industrial, and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipe fitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids, and fluid water aqueducts, and water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipe fitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by Journeymen members of the United Association.
49. All piping for cataracts, cascades, (i.e., artificial water falls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purpose.
50. Piping herein specified means pipe made from metal, tile, glass, rubber, plastics, wood, or any other kind of material or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

All work assignments will be made in accordance with **Article I, Section 7.**

SIGNATURE PAGE

This Agreement shall be deemed to be executed when the parties covered hereby shall have affixed their signatures hereto:

**LOCAL UNION NO. 342
OF THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA AFL-CIO**

Jay Williams
Business Manager

**NORTHERN CALIFORNIA MECHANICAL
CONTRACTORS ASSOCIATION**

Scott Strawbridge
Executive Vice President

INDUSTRIAL CONTRACTORS UMIC INC.

Michael Vlaming
Chairman